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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

Commander Ellis, R.N.V.R.

WE HAVE occasionally noticed in these columns the names of some of those who have fallen who, while all have died nobly, seem to have attained pre-eminence. Such a name is that of Commander BERNARD ELLIS, an account of whose continuous and distinguished services will be found in our obituary list this week. The present crisis has unhappily swollen our own list, just as it has swollen the general list taken from all classes and all ranks, and we can only trust that some time England will reap "the far-off interest of tears" won for her by

"the brotherhood
That binds the brave of all the earth."

The New Master of the Rolls.

WE HAVE on two occasions during the long *quasi*-vacancy in the Mastership of the Rolls pointed out that there was only one appropriate appointment to the office, and we are glad to see the announcement that that appointment has now been made. We need not repeat the considerations which would have made the other suggested appointments of at least doubtful propriety. It is sufficient that Sir CHARLES SWINFEN EADY has for six months filled with conspicuous ability the position of President of the Court of Appeal, and he is now naturally appointed to the place which Lord COZENS-HARDY has resigned. The new Master of the Rolls will worthily maintain the reputation of an office which has come to be one of the three great judicial appointments in this country. And the Government may be congratulated on avoiding the error which the long delay in making the appointment, and the various rumours with regard to it, threatened.

Lord Cozens-Hardy.

THE WHOLE profession saw with regret Lord COZENS-HARDY's withdrawal last year from work in the Court of

Appeal, and, now that he has resigned, their good wishes will follow him into his retirement. He has had a long and distinguished career at the Bar and on the Bench. A little later than DAVEY and RIGBY, he differed from the quiet incisiveness of the one and the somewhat ponderous talents of the other. With a mind active and alert, and a keen interest in all that he did, he went at once, whether as an advocate in court or as an adviser in chambers, direct to the point of the case, and his knowledge and judgment could alike be relied on. His appointment to a judgeship in the Chancery Division in 1899 gave him the practical experience of judicial work which is an excellent preparation for the Court of Appeal, and to that Court he soon naturally passed. From 1901 he has been a familiar and welcome figure there, and since 1907, when he succeeded Sir RICHARD HENN COLLINS—for too short a time Lord COLLINS—he has been Master of the Rolls. In this short note we cannot attempt to indicate adequately the nature of his judicial work, but every conveyancer will call to mind his judgment in *Reid* v. *Bickerstaff* (1909, 2 Ch. 205), in which he did much to place the doctrine of restrictive covenants as incident to building schemes on a clear basis, and he had a great part in developing the judicial construction of the Workmen's Compensation Act. Under him the business of the Court of Appeal was conducted with efficiency and despatch, and he always had the affection and esteem of those who practised before him.

The New Lord Justice.

THE VACANCY in the Court of Appeal created by the changes referred to above has been filled by the appointment of Mr. H. E. DUKE, K.C., M.P. Mr. DUKE's recent history is well known. Mr. BIRRELL had managed Irish affairs no doubt with good temper and wit, but—so critics said—with too light a hand and somewhat scant attention to Irish business on the spot. How this may have been we know not. At any rate Mr. BIRRELL withdrew, and, unfortunately, he did not receive an appointment, in which, on the equity side, he would have proved an easy match in judicial humour for Sir CHARLES DARLING on the common law side. We have always regretted the *Obiter dicta* that have been lost by the failure of the Government to make that appointment. However, Mr. BIRRELL withdrew and Mr. DUKE left the position of being one of the most brilliant and "fashionable" advocates at the common law bar to dispense even-handed administrative justice in Ireland. It is not for us to say whether he has succeeded or not. Doubtless he went as near to success as is possible, so long as a perverse system insists on always sending an Englishman to govern the Irish. Nor shall we venture to pry into the mysteries of Conscription, actual or threatened, and Home Rule, threatened or actual, or a mixture of the two, which—or something else—have led to Mr. DUKE's retirement. It is enough that that incident in his career has closed, and he has, we believe, by universal admission, borne himself in it with tact, good sense, and wisdom. Now he turns from politics back to the law and he is well entitled to the judicial promotion conferred on him. It upsets the balance of the Court—giving four common law to two equity lawyers—but this no doubt will be only temporary.

Lawyers at Military Tribunals.

WHEN THE Local Government Board, in its new Regulations for tribunals, proposed to forbid the retention by any applicant of the services of a professional advocate, the officials responsible for the Regulation probably expected protests from lawyers. But they can hardly have expected that appeal tribunals themselves would pass strong resolutions condemning the proposal, and that an experienced stipendiary magistrate—Mr. MEAD, himself the chairman of a local tribunal—would advise solicitors to appear, despite the Regulation, and challenge its legality in the courts by *mandamus*. The fact is that tribunals of experience and impartiality appreciate three things which a layman never can understand: (1) that lawyers see the relevant points of a case and concentrate on them, whereas the layman usually puts forward a host of irritating irrelevances before he at last reaches the point; (2) that the trained mind of a lawyer gets through a case quicker than the untrained layman does—if it is properly and thoroughly done; and (3) that nothing is so distressing to a fair-minded judge as the spectacle of nervous litigants in person who simply cannot "speak up" or keep their heads. How often a county court judge turns from the plaintiff or defendant in the witness-box to the legal advocate on the other side and says, relying on his fairness, "What does the witness mean, Mr. X? Do you follow his point?" Mr. MEAD suggests, indeed, that in a civil, as opposed to a criminal cause, a litigant has an absolute right to be represented by a legal adviser. But the correctness of this doctrine may be doubted; at least wherever a statute gives to an administrative body the power to provide for legal procedure at its proceedings by the issue of Regulations: see *Arlidge* v. *Loc. Gov. Board* (1914, A. C. 188).

Appeals Against Departmental Orders.

THAT CASE related to a closing order made under the Housing and Town Planning Act, 1909, and as to such orders there is in certain circumstances a final appeal to the Local Government Board, further appeal to the courts being excluded except in a case voluntarily stated by the Board; the procedure is to be governed by Regulations made by the Board. The Board, in fact, made a Regulation restricting the appellant's right to get discovery of certain documents and to be heard in person. The Court of Appeal took the view that this procedure violated the "principles of natural justice," which, in accordance with a well-known rule of the common law, frequently upheld by the Judicial Committee of the Privy Council, governs all proceedings of a common law or military tribunal. But the House of Lords overruled this decision. They took the narrower view that the Legislature had entrusted to the Board the power and duty to define their procedure in hearing these appeals, and that therefore the courts could not limit this power, expressly conferred, by reading into it the implication of a common law principle. On the other hand, in an unreported case last year, where a local tribunal had permitted the military representative to be present at its decisions while compelling other parties to withdraw, the Attorney-General admitted, on the hearing of an application for a *certiorari*, the illegality of this procedure and undertook to get the Military Service Regulations altered so as to prohibit it—which was, in fact, done. What is especially unfair about the rule in the new Regulations, whether it be *intra vires* or *ultra vires*, is that the National Service representative—a trained expert and nearly always himself a lawyer by profession—is permitted to conduct the case for the Ministry of National Service against an untrained applicant who does not know the complicated Regulations governing these claims.

Administrative "Bolshevism."

BUT IN fact the protest against the change has been so strong and general that it seems safe to say the Local Government Board will have to abandon it. In its circular to the tribunals explanatory of the new regulations it says: "Tribunals must be careful to elicit all the relevant facts in each case. If they consider that an applicant cannot state his case fairly, they may allow him to be represented by a relative or other person, but not to be represented professionally." In other words, a relative or friend may intervene in order to make confusion worse confounded; but the applicant and the tribunal are alike to be deprived of the assistance which at once safeguards individual rights and contributes to the efficient and prompt despatch of business. We understand that the Bolshevists in Russia marked their advent to power by abolishing not only lawyers, but the law courts as well, and in the pass to which the late Czar's Government and the war had brought the people, no step, however extraordinary or foolish, need be wondered at. But it is natural to inquire how this Bolshevism came to infect the Local Government Board. And the term, as applied in this country, is not of our introducing. We take it from the Bishop of Oxford, who observed this week at a Church Reform League meeting that some of the zeal of the

reformers took the form of ecclesiastical Bolshevism. But for this distinguished example, we should have hesitated to use in these columns a term which to some may appear to be mere invective. But, following the Bishop, we say that the zeal of the Local Government Board takes the form of administrative Bolshevism. From a letter which we print elsewhere, it will be seen that the Council of the Law Society were asked to make a protest, and we also print elsewhere the letter which they have sent to the Local Government Board. It has been a question in America whether lawyers ought, as a matter of professional ethics, to appear at the military tribunals and assist applicants for exemption. But America is a good deal further from the war than this country, and has not apparently realised, like people here, the terrible burden which it entails. The tribunals, as we have frequently insisted, do not sit for the sole purpose of passing men rapidly into the Army. They exist in order to protect the civilian against the undue claims of the Army, and to see that he has all the safeguards which Parliament has for his protection introduced into the Military Service Acts. This is a proper field for the employment of the lawyer, both as adviser and as advocate, and the Local Government Board will be well advised to abandon at once an untenable position—a position in which they would never have been placed had a competent person had the settling of the new Regulations. [And this has been done.]

Tea as a Food.

THE Divisional Court has just decided, in *Hinde* v. *Allmond* (*Times*, 26th April), that the hoarding of tea is not an offence within clause 1 of the Food Hoarding Order, 1917. The point is one of much difficulty on which benches of justices have taken the most opposite views, and the decision of the High Court has been awaited with interest. Clause 5 of the Order, which obviously follows section 26 of the Sale of Food and Drugs Act, 1899, defines "article of food" as comprising articles which are used in the preparation of human food, but it does not, like that section, define "food" as including articles used for food or drink. Now, tea-leaves are used in concocting tea, which is normally regarded as a form of human food—at least by a large class of the poor, especially women engaged in factory and domestic work. But the other view is equally plausible. Tea-leaves, it holds, are used in preparing a kind of drink, just as barley is used in brewing beer. "Drink" is not food. The dictionaries all define food with reference to its possession of "nutritious" attributes, whereas drinks are stimulants and sedatives, not nutrients, and this view convinced a Divisional Court consisting of DARLING, AVORY, and SHEARMAN, JJ. Mr. Justice DARLING naturally contributed to the discussion POPE'S well-known lines:—

> "Here thou, great Anna, whom three realms obey,
> Dost sometimes counsel take and sometimes—tea."

But the report is silent on the interesting point of his lordship's pronunciation of "tea." And he seems to have made no reference to the number of cups Dr. JOHNSON was accustomed to drink, or to JOHN WESLEY'S celebrated aversion for it as a subtle form of poison. It is singular that two of the three great Englishmen of the eighteenth century—was the elder or the younger PITT the third?—should be associated with tea. And Sir CHARLES, if he had happened that morning to be in lighter vein, would have recalled the eighteenth century fashion of placing the cup upside down in the saucer when you had finished—or was it when you wanted more? In fact, there is much curious learning connected with tea. But the Food Controller, with the severe attention to actual facts which characterizes his official life, will doubtless take an early opportunity of upsetting the result at which the Divisional Court arrived, and including tea among the articles which, however it cheers us, we must not hoard. [And he has done so.]

Registration Appeals.

IN OUR article last week on the new Reform Act it is stated in the opening paragraph that appeals on points of law are excluded by the Act. This statement ought to have been limited; on the face of it the effect is misleading. It is true that section 14 (2) of the Act does provide that no appeals, except on points of law, shall lie; but the reference is to appeals from the county court judge to the High Court. No similar restriction appears as regards appeals from the registration officer to the county court judge. As a matter of fact, in the Bill as originally drafted, clause 14 (2) expressly contained this larger limitation. But in Committee Sir GEORGE CAVE moved to amend the sub-clause by omitting the restriction on appeals from registration officers; he had been convinced by representations which revising barristers of experience had made to him that an impossible burden would otherwise be imposed on registration officers. As section 14 (1), which provides for the appeal from registration officers to county courts, now stands, no express provision on the point appears. But it is clearly stated that any claimant whose claim has been disallowed by the registration officer may appeal, provided he has attended and argued the point before that officer; so the obvious implication is that he can appeal either on the law or on grounds of fact. We are indebted to a learned revising barrister of great experience, who was largely instrumental in securing the amendment referred to, for drawing our attention to the error in our statement on this point.

Stamping Unstamped Cheques.

IN CONNECTION with the proposal for a 2d. stamp on cheques it is important to remember that under section 38 of the Stamp Act, 1890, the additional 1d. which will have to be put on cheques until the present stock of stamped cheque-books is exhausted must be affixed either by the drawer or the paying banker. Under subsection (1) there is a penalty of £10 for using or dealing with a cheque not duly stamped, and the holder is not entitled to recover thereon; but subsection (2) has a proviso by virtue of which the bank to which it is presented for payment can affix an adhesive stamp of 1d., and may thereupon pay the cheque. The effect of this section was considered in *Hobbs* v. *Cathie* (6 T. L. R. 292), where a cheque was drawn on unstamped paper. The drawer did not affix a stamp, and the payee stamped it and passed it on to the plaintiff, who sued the drawer. The plaintiff was a *bona fide* holder for value, but it was held by HUDDLESTON, B., and GRANTHAM, J., that he could not recover.

Lord Parker on Trade-Marks.

LORD PARKER, when one of the junior counsel to the Treasury, had a good deal to do with trade-marks, and in his judicial capacity has had a number of trade-mark cases before him. He was the chairman of the committee appointed to advise the Board of Trade before the introduction of the Bills to amend the Patent Act, 1907, and the Trade-Marks Act, 1905. Trade-marks are therefore a subject with which he is familiar, and in which he takes, we believe, considerable interest. But it is curious that he should have availed himself of his presidential address to the Selden Society to deliver a dissertation on trade-marks, as the matter is one which is not cognate to any of the objects of that society. We reported his remarks at some length at the time (*ante*, p. 413), and we propose now to deal with two of them.

Lord PARKER is in favour of allowing a trader who has used a trade-mark for, say, two or three years to distinguish his goods from those of other traders, to register it and have the right to the exclusive use of it—*i.e.*, that actual user, when proved, should be a ground for registration. With this we quite agree, and have already advocated it. But Lord PARKER thinks that, in an action for infringement of such a trade-mark, the defendant ought to have the opportunity of shewing that "his user of the mark could not by any conceivability be calculated to deceive the public." This appears to us too sweeping. We object to the use *quâ* trade-mark by one trader of what is registered as a trade-mark for the same goods by another trader, except in the case of honest concurrent user.

It is of course conceivable that something which is registered as a trade-mark by A. may be honestly used by B., not *qud* trade-mark, but for some collateral purpose, and this ought not to be, and would not, we believe, be held to be an infringement of A.'s trade-mark rights. Our view is that a mark which has been used for a definite term—say three years—for the purpose of distinguishing the goods of a trader in the market, and has fulfilled that function, should be a registrable trade-mark under the Act of 1905, and when registered should have the same status as any other mark so registered.

Again, Lord PARKER appears to be obsessed with the idea that words which are registered as trade-marks are being largely used as the names of articles in such a way as to acquire a monopoly in the articles themselves. It must be borne in mind that there can be no monopoly in the name of a new article, whether protected by a patent or not; but there can, and ought to be, a monopoly in the name used by a particular trader to denote his manufacture of an old article. Any other trader is at liberty to manufacture and sell the old article, but not to call it by the name used by the first mentioned trader. These principles work equitably, and are no hindrance to honest trade. Lord PARKER in particular attacked the well-known trade-mark "Vaseline." "Vaseline" is a word introduced by R. A. CHESEBROUGH to denote his manufacture of petroleum jelly. There had been petroleum jelly sold in England by several other makers under different names. In 1877 "Vaseline" was registered as a trade-mark by R. A. CHESEBROUGH, and has ever since been used by him and his successors, the Chesebrough Co. The validity of the trade-mark was attacked many years ago by a trader, who tried, but unsuccessfully, to register "Vasogen"; but its validity was upheld in the Court of Appeal (19 R. P. C. 342). Vaseline is an article very well known, and is asked for by the public, who wish to obtain the article they have been accustomed to buy for many years under that name—petroleum jelly emanating from a particular trade source, the Chesebrough Co.—not petroleum jelly simply. Lord PARKER's view is that the company have got, by means of the trade-mark, a monopoly in the sale of petroleum jelly. This appears to us quite wrong. There is no monopoly in the sale of petroleum jelly, but other traders in it must use another name for their petroleum jelly. The case of "Bovril" is cognate. "Bovril" is well known as the name of an extract of beef manufactured by the Bovril Co. "Bovril" is a registered trade-mark. There are many other extracts of beef on the market under various names—*e.g.*, "Oxo" and "Taureau." The Bovril Co. have no monopoly in the sale of extract of beef, but are entitled to prevent the use of "Bovril" as the name of any extract, not being theirs. Does Lord PARKER think that the law should be altered so as to enable "Vaseline" and "Bovril" to be used by anybody? To do so would be to enable unscrupulous persons to trade on the reputation acquired by the Chesebrough Co. and the Bovril Co., and to subtract a portion of their business. This cannot be right.

Satisfaction of Covenants to Pay Annuities.

IN the recent case of *Re Hall, Hope* v. *Hall* (reported elsewhere), ASTBURY, J., decided that the bequest of a life interest in the testator's residuary estate satisfied a covenant which the testator had entered into with the trustees of his marriage settlement to make up the income of the settlement funds to a certain amount annually after his death. The effect of the covenant which the testator had entered into was, that his executors after his death would pay during his widow's lifetime such sum annually as might be necessary to make up, together with the income of "the husband's fund," the annual sum of £1,000 which was to be paid to the widow. By his will the testator bequeathed the income of his residuary estate to his widow. The income of the residuary estate was more than sufficient to make up the £1,000 per annum. The learned Judge held that this bequest satisfied the covenant. It will be observed that the testator in effect had covenanted to pay an annuity, and when he died his estate was subject to this obligation. In point of fact the executors had not paid anything to the trustees of the settlement. They had paid the whole income to the widow, assuming that so long as the income exceeded the amount necessary to answer the annuity the covenant was satisfied. The learned Judge, in effect, held that the executors' view was right.

The case is remarkable in this respect, that the will contained a direction to pay the testator's debts; yet notwithstanding this, and the fact that such a covenant has hitherto been always regarded as constituting a debt, or, rather, a series of debts, and the covenant had been entered into between the testator and the settlement trustees, ASTBURY, J., held that, on the true construction of the will, the gift of income satisfied the obligation. The question had arisen whether this obligation on the covenant had not given rise to a right of adjustment between the capital and income on the footing that the testator's debts had to be paid, and that debts are not payable by the tenant for life of the residue. Had this principle applied, the widow would have been entitled to a substantial part of the corpus of the residue, to reimburse her in respect of past years. The testator had died some twenty-two years before the summons was taken out.

The adjustment, as between tenant for life and corpus owner entitled under the will of a testator who has bound his estate to pay an annuity after his death, of the burden of the annuity has been the subject of many decisions. These decisions are based on the principle laid down, but not for the first time, in the well-known case of *Allhusen* v. *Whittell* (4 Eq. 295), to the effect that the tenant for life of residue is not entitled to the income of the amounts required for payment of debts. As was pointed out by ROMILLY, M.R., in *Yates* v. *Yates* (28 Beav. 637), an annuity, payable by the estate of a man who has bound himself by covenant to pay it, is nothing more than a succession of debts growing due year by year so long as the annuity lasts. The debt is of a peculiar nature. When the testator dies, there is at the moment of his death no debt subsisting. But it grows from that moment, and when the time fixed for payment, let us say, six months after the testator's death, arrives, the persons with whom the covenant was entered into may sue the executors. As was pointed out by COTTON, L.J., in *Re Hargreaves, Dicks* v. *Hare* (44 Ch. D. 236), the covenantees cannot sue until the period fixed for payment of an instalment has arrived, and such covenantees cannot even take out a summons for administration of the covenantor's estate until that time, for until then they are not regarded as creditors.

There are a number of authorities to the effect that where the testator gives to his creditor a legacy, and by his will also directs that his debts shall be paid, the direction to pay debts puts out of the question any point on satisfaction.

Thus in *Re Huish, Bradshaw* v. *Huish* (43 Ch. D. 260) a lady gave her nephew a bond securing payment of £1,000 within twelve months after her death. By her will she gave him a legacy of £3,000, and by a codicil directed that her debts should be paid at once. The Court held that this direction precluded the question of satisfaction, and that both the £1,000 and the legacy were payable. COTTON, L.J., observed that the effect of the direction to pay debts was as if the testatrix had said, "Although I have given a legacy to my creditor, I direct that my debt to him shall be paid also." In the recent case before ASTBURY, J., the debt, if it can be called a debt, was due, not to the widow, but to the trustees of the testator's marriage settlement. This, it might have been supposed, was an additional reason for precluding the question of satisfaction. In *Chichester* v. *Coventry* (L. R. 2 H. L. 71), Lord ROMILLY remarked that he had looked through all the cases he could find, and had not been able to find one where a provision made by will in favour of one person had been held to satisfy a covenant in favour of another. It is, however, to be observed that in the recent case, although the covenant was entered into with the settlement trustees, the widow was the

person obviously intended to benefit by it, and she was the person, of course, who took the benefit under the will.

In *Yates* v. *Yates* (*supra*) the facts were almost on all fours with the facts in the recent case, yet the question of satisfaction does not appear to have occurred to any of the parties interested, nor to the Court. But there is one important distinction between *Yates* v. *Yates* (*supra*) and the recent case, and that is, that in the former case the testator in his will expressly confirmed his marriage settlement, whereas in the recent case it would seem that the will contained no such direction. The moral to be drawn would, therefore, seem to be this, that where a man makes provision for his spouse in his marriage settlement, and afterwards by will makes further provision for her, he ought, in framing his will, to be careful to insert an express confirmation of the prior document. This is, of course, in practice often done, but the clause of confirmation is much more frequently omitted than inserted. In future that clause must be regarded as of importance, for the point that we would bring out is that the facts in the recent case are not in any sense peculiar. On the contrary, the provisions of the settlement and of the will were essentially "usual" provisions. Covenants by intending husbands in their marriage settlements occur very frequently. In six out of every seven wills a testator gives the income of his residuary estate to his widow.

It may be doubted whether undue importance has not been recently paid to the nature of the obligations incurred by a man who binds by deed his estate to pay an annuity after his death. The cases on the questions of adjustment, between the persons respectively interested in the capital and income of the residuary estate of such a testator, of the burden of the annuity instalments have reached a high state of development. It would, indeed, seem that a testator is not to be presumed to know of these modern principles of equitable bookkeeping.

That, at any rate, seems to have been the view of ASTBURY, J., in the recent case. Probably the view is right in fact, but it opens up that very vexed question, how far a testator is to be presumed to know the law.

Commercial and Industrial Policy After the War.

IN general the subject matter of the Final Report of Lord BALFOUR'S Committee on "Commercial and Industrial Policy After the War" lies outside our scope, but there are some points in it to which the attention of lawyers may be conveniently directed.

The Committee were appointed by the then Prime Minister in July, 1916, with Lord BALFOUR as Chairman, the terms of reference being as follows:—

> "To consider the commercial and industrial policy to be adopted after the war, with special reference to the conclusions reached at the Economic Conference of the Allies, and to the following questions:—
>
> (*a*) What industries are essential to the future safety of the nation; and what steps should be taken to maintain or establish them.
>
> (*b*) What steps should be taken to recover home and foreign trade lost during the war, and to secure new markets.
>
> (*c*) To what extent and by what means the resources of the Empire should and can be developed.
>
> (*d*) To what extent and by what means the sources of supply within the Empire can be prevented from falling under foreign control."

Interim Reports have already been presented, namely, on 9th November, 1916, a Report on the Importation of Goods from the present Enemy Countries during the Transitional Period after the War, and on 14th December, 1916, a Report on the Treatment of Exports from the United Kingdom and British Overseas Possessions and the Conservation of the Resources of the Empire during the same period. These were intended to deal with matters which, in view of the Paris Economic Resolution, were then thought to be of special urgency, and the Final Report is, in accordance with the terms of reference, based on the assumption that the Resolutions are still operative. Whether the assumption is well founded we need not now inquire, and the point probably does not affect the portions of the Report to which we propose to refer. The main subjects discussed in the Report, in addition to those already dealt with in the Interim Reports, are:—

> (1) The manner in which Imperial resources may be further developed and the supplies of important raw materials assured.
>
> (2) The treatment of aliens, including present enemy subjects, in respect of certain commercial and industrial occupations in this country.
>
> (3) The internal re-organization of industry and the assistance which may be rendered by the Government in promoting it.
>
> (4) The question of financial facilities for trade, and the bearing of taxation upon industrial development.
>
> (5) The general policy which should be adopted by the State in regard to the manufacturing and commercial interests of the British Empire, with special reference to the prevention of "dumping" and the safeguarding of important staple industries.
>
> (6) The proposals for the adoption of the Metric System of Weights and Measures and the introduction of a Decimal Coinage.

The Report opens the discussion with a very full and interesting statement (Chap. II.) of the position of British trade and industry in 1913. The various trades—coal, iron and steel, engineering, shipbuilding and marine engineering, electrical, non-ferrous metals, textile, and chemical—are brought under review, and information and results as to each have been collected by Reports of Departmental Committees. The conclusion of the Committee is stated as follows:—

> "Whilst British industry on the whole had shewn in the preceding decade great vitality and power of extension, its strength and development had been mainly in a certain number of long-established manufacturers, of which coal, cotton and the textile trades generally, shipbuilding and some branches of the engineering trades (such as textile machinery) are the most conspicuous examples. One important exception must be made from this general proposition; the iron and steel trades had made comparatively little progress, and had come to be entirely overshadowed by their great competitors in Germany and the United States. In the rise and expansion of the more modern branches of industrial production the United Kingdom had taken a very limited share, as is evidenced by our relative weakness in respect of the electrical, chemical and chemico-metallurgical industries; and it is admitted that in a number of smaller trades foreign manufacturers had shewn greater enterprise and originality."

And the following recommendation is made:—

> "It is in our opinion a matter of vital importance that, alike in the old-established industries and in the new branches of manufacture which have arisen during the war, both employer and employed should make every effort to attain the largest possible volume of production, by the increased efficiency of industrial organization and processes, by more intensive working, and by the adoption of the best and most economical methods of distribution. It is only by the attainment of this maximum production and efficiency that we can hope to secure a speedy recovery of the industrial and financial position of the United Kingdom, and assure its economic stability and progress."

We pass over Chapter III., which deals with "Measures to be adopted during the Transitional Period," and Chapter IV., which deals with the Supply of Materials, answering on the latter head questions (c) and (d) of the reference. In Chapter V. the Committee take up the question of "Essential Industries," already partly dealt with in their Report of 16th March, 1917. Some industries are, of course, essential from their magnitude and importance; such as Coal-mining, the Iron and Steel Industry, Engineering, Shipbuilding, the Electrical Trades, and the Textile and Chemical Industries. In addition, there are industries which have come to be known as "key" or "pivotal" industries, and which control the production of special commodities, amongst which are synthetic dyes, optical and chemical glass, and certain drugs. As to these the Committee repeat the recommendation contained in their former Report, namely, the establishment of a permanent Board (which might be called the Special Industries Board), charged with the duty of watching the course of industrial development and of framing from time to time, when necessary, either on its own initiative or on the application of interested departments or persons, detailed schemes for the promotion and assistance of industries concerned with the production of commodities of this special character. They further recommend that this organization should take the form of a Board of commercial and industrial experts, associated with whatever Department of State is entrusted with the care of the commercial and manufacturing interests of the country,

and represented in Parliament by the political head of that Department. It should be a statutory body with a permanent chairman and with power to appoint such secretarial and technical staff as it may require from time to time. It should issue an annual report of its proceedings, and such special reports as it may think expedient, which reports should be presented to Parliament; and it should be a statutory condition that, except upon its recommendation, no State assistance by way of grant or subsidy should be given to any industry or branch of industry.

Chapter VI. takes up the question of "The Treatment of Aliens in Respect of Commercial and Industrial Occupations and Undertakings in this Country," and, in view of the spirit of exclusive nationality which is shown in some quarters, it is satisfactory to find the Report framed in language of studious moderation. The question to what extent and by what means the supply of raw materials within the Empire can be prevented from falling under alien control, has been previously dealt with in Chapter IV. In this chapter the Committee discuss the policy which should be adopted as regards the participation of aliens in commercial and industrial occupations in this country. In their opinion it would not be desirable that any special restrictions should be imposed on aliens generally in this connexion. They are satisfied that the absence of such restrictions in the past has on the whole been to the advantage of this country, especially as regards the freedom of investment of capital, and they draw attention in particular to the importance of British interests in foreign countries which might be seriously harmed by any retaliatory measures. There is also the danger that an example set by the United Kingdom in this direction might be followed by certain other countries which have already shown a tendency to impose restrictions of a similar kind on British enterprise. There are, however, they say, a limited number of cases in which restrictions or safeguards of some kind will in future be necessary; but, while it may be requisite in a few special instances to impose strict restrictions, they are of opinion that, as a rule, adequate security can be ensured by requiring disclosure of the facts. They think, for example, that pilotage certificates should be granted to British-born subjects only, and that the profession of patent agent should be confined to British-born subjects, in view of the special opportunities which these occupations afford for the obtaining of information affecting national security. It is also, they say, a matter for consideration whether foreign commercial travellers operating in the United Kingdom should not be registered, in order that the extent of their activities may be known; and it might possibly be expedient to require them to hold licences for which fees would be charged, which could be remitted in the case of travellers representing firms of such countries as do not impose dues on British commercial travellers.

But to lawyers the chief interest of this part of the Report is contained in the following passages:—

> "As regards foreign ownership or control of land or mineral resources we recommend that registration of title to real property should be made compulsory over the whole of the United Kingdom, and that such registration should involve a declaration of the nationality of the owner or transferee.
>
> "In view of the importance of not discouraging the investment of foreign capital in this country, and of the special danger of retaliation or the adoption of a similar policy by foreign countries generally in respect of similar British interests in foreign countries, we think that it would be unwise to impose any widespread restrictions in respect of the holding of real property generally; but the information obtained by such registration would enable the Government to decide whether, in any particular case, national security required the expropriation of foreign interests, and might also be used, if it appeared expedient in any case, to secure reciprocity of treatment for British interests abroad."

It is sufficient at present for us to state this recommendation. We have been waiting to see when some reference to registration of title would emerge out of the numerous Reports which the Reconstruction Committee are producing. Of course, all conveyancing lawyers know how Lord HALDANE's Real Property and Conveyancing Bill—the result of great labour and care on the part of his drafting committee, as well as of Lord HALDANE himself—was just ready for the consideration of Parliament when the war broke out. Whether the scheme in that form will be taken up again we do not know. Possibly we shall have, as the Report suggests, a general scheme of registration of title, and there will be the less objection to this if the register is not complicated by the attempt to draw conveyancing as well as registration into the Land Registry Office. But it is singular that the call for registration of title to land, just as recently the demand for the registration of firms, is due to no inherent merits in registration, but to the fear of alien influence. If that is really the compelling reason, and if we have to give way to it, then it follows that registration must, as we have just suggested, be introduced in the simplest possible form. More than this it is not necessary to say at present.

With regard to the alien control of companies, the Committee considered the suggestion that every limited company should be required to include in its annual return to Somerset House a statement of the amount of its stock or shares held by or on behalf of aliens, together with a statement of their nationality. In order, however, to obtain this disclosure it would be at least necessary to prohibit the issue in this country of bearer securities. Even if this course, which the Committee are not prepared to recommend, were adopted, they come to the conclusion that reliable information could not be secured in many cases without elaborate investigations, if at all, and that the general requirement suggested would involve an amount of trouble and expense both to the Government and to British companies which would be altogether disproportionate to the results obtained. They recommend, however, that the Board of Trade should have the power to make such an investigation in the case of any particular company in which on grounds of national safety foreign control might be undesirable, and in which there is *primâ facie* reason for suspecting its existence to an undue extent.

As regards the subjects of present enemy countries after the war, the Committee consider that at any rate for a period it will be necessary to impose special restrictions upon the subjects of the present enemy countries, and they suggest that this can best be done by means of stringent permit and police regulations. "It may be desirable, for example, that, during the reconstruction period, permits should only be granted to present enemy subjects for short periods and on specified grounds, and that the holders should be required to report themselves to the prescribed authority at regular intervals. The nature and duration of this control must depend largely on the peace settlement and the attitude of the present enemy Governments and their subjects after the war." And the Report continues: "If control on the lines indicated in the preceding paragraph be adopted, we do not think that, except possibly for a short period in special cases, it will be practicable to attempt to prevent present enemy subjects from establishing agencies, or holding interests in commercial or industrial undertakings generally, in this country. Any such measures, if attempted on any considerable scale, or for any length of time, could probably be evaded by the employment of agents of other nationalities. In particular, we think that, in view of the importance of maintaining the financial position of London and of the complicated nature of international trade, it would be impracticable and inexpedient to impose any restrictions or discriminations as regards the use of London credit. Similarly we are satisfied that the attempt to prohibit the use by present enemy subjects of London insurance and reinsurance facilities, while it might cause them some temporary inconvenience, could only be made effective after the war by means of far-reaching restrictions upon, and Government interference with, all foreign insurance business, if not its total prohibition. Any such measures could only result in shifting the international centre, and would inflict serious loss, not only upon the London market, but upon the country as a whole."

Chapter VII. deals with Industrial and Commercial Organization, and there are references to "combines" which we cannot at present follow out. This subject should be considered in connection with recent American Anti-Trust legislation. But the Committee are of opinion that, if this country is to maintain its commercial position and effectively compete for its share of the trade of the world, many industries must be organized on modern lines, and often on a larger scale than has been the case in past years. And incidentally they raise the question of footpaths:—

> "Another most difficult question is the vested rights in roads and footpaths which destroy the usefulness of many of the best sites for putting up modern works. At the present time Quarter Sessions can only give leave for a road or footpath to be diverted if it can be shewn that a shorter or more convenient route can be arranged; otherwise they have no power to close a footpath or road however unimportant. In the case of railway companies, water companies and similar companies, it is possible to obtain powers, though often at great cost, by Act of Parliament; but, as far as we are aware, there is no precedent for a company which is not what may be called a "public utility company" being granted compulsory powers." And they suggest the setting up of an authority, such as the Railway Commissioners, for holding inquiries and compelling the diversion or abolition of roads or footpaths. On this the obvious comment is that an authority is equally wanted for the creation of additional footpaths, the

want of which now destroys the amenity of large tracts of country near towns, especially since the introduction of golf courses.

The chapters on "Finance and Industry" and "Fiscal Policy" (including "Dumping") call for no comment, and we can only mention those on "Weights and Measures" and "Coinage." A final chapter gives a summary of the conclusions contained in the Report. Of the many Reports issued and to be issued, this is likely to be one of the most interesting and important.

Correspondence.

Lawyers at Military Tribunals.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—I enclose a copy of a letter I am, to-day, addressing to the Secretary, Law Society, which I bring to your notice, as the same may be of interest to your readers.

I think the whole profession, both in their own interest and that of the public, should unite in trying to get rescinded the obnoxious regulation depriving counsel and solicitors of the right of appearing before Local Tribunals.

HENRY C. CAMPBELL.

78, Dean-street, Soho-square, April 29, 1918.

The following is the copy of the letter referred to:—

29th April, 1918.

Dear Sir,—No doubt it has been brought to your attention the regulation issued by the Local Government Board depriving counsel and solicitors of the right of appearing before tribunals after the 2nd proximo.

Apart from the loss this regulation will involve to members of our profession who practised before tribunals, I think it is most unfair to men, when applying to tribunals, to be deprived of proper legal assistance, especially in view of the fact that many of the military representatives are lawyers or men with legal knowledge. Moreover, a man who is not used to appearing before judicial bodies or in public is often quite unable to adequately state his case.

My object in troubling you with this letter is to ask you to place the same before the Council, who, I feel sure, will do everything possible to bring the matter to the notice of the proper authorities, both in the interest of the public and the profession, with a view to getting this obnoxious and prejudicial regulation rescinded.—Yours faithfully,

HENRY C. CAMPBELL.

E. R. Cook, Esq., Secretary, Law Society,
Chancery-lane, W.C.

[*Post hoc* or *propter hoc*, the suggested protest has been made. See observations under "Current Topics."—ED. *S.J.*]

CASES OF THE WEEK.

Court of Appeal.

***Re* WERNHER. WERNHER *v.* BEIT AND OTHERS. No. 1.**

25th April.

WILL—SOLDIER ON MILITARY SERVICE—MINOR—"DISPOSE OF HIS PERSONAL ESTATE"—EXERCISE OF GENERAL POWER OF APPOINTMENT—WILLS ACT, 1837 (1 VICT. C. 26), SS. 7, 11, 27—WILLS (SOLDIERS AND SAILORS) ACT, 1918 (7 & 8 GEO. 5, C. 58), S. 1.

The power of a soldier in actual military service, or of a mariner or seaman being at sea, under the combined effect of the Wills Act, 1837, s. 11, and the Wills (Soldiers and Sailors) Act, 1918, s. 1, to dispose of his personal estate by informal will, although under the age of twenty-one years, includes power to appoint personal estate over which he has any general power of appointment by will, and such a power is exercised by a general bequest of personal estate, if no contrary intention appears from the will.

Appeal from a decision of Younger, J. (reported *ante*, p. 268), upon an originating summons to determine the question whether the will of Lieutenant Alexander Pigott Wernher, who was killed on active service, at the age of nineteen years, was a valid will, and, if so, whether it was also a good exercise of a general power of appointment under the will of his father, Sir Julius Wernher. The latter by his will, made in 1911, bequeathed £1,000,000, described as his third settled legacy, upon trusts for the benefit of A. P. Wernher during his life after attaining the age of twenty-six years, and directed his trustees, after the death of A. P. Wernher, to stand possessed of the said settled legacy and the income thereof in trust for such person or persons as the said A. P. Wernher should by will or codicil appoint, and in default of and subject to such appointment that it should sink into and form part of the testator's residuary estate. The testator died, and his will was duly proved in 1912. A. P. Wernher, being then an infant aged nineteen years, and a lieutenant in the army, and about to proceed to the front, executed a formal will appointing executors and trustees, and thereby, after bequeathing various legacies, devised and bequeathed all his real and personal estate to which he should be entitled at the time of his death or over which he should at the time of his death have a general power of appointment or disposition unto and to the use of his brother, H. A. Wernher, but if he should die in his lifetime then unto and to the use of his mother, Lady Wernher, with a gift over. Lieutenant Wernher was killed on 16th September, 1916, being still under age, and his will was admitted to probate. Younger, J., held that the will having been admitted to probate, was valid, and was also a good exercise of the power of appointment given by Sir Julius Wernher's will, but expressed doubts, having regard to section 7 of the Wills Act, whether probate ought to have been granted of an infant's will. The trustees of Sir Julius Wernher's will therefore appealed. In the meantime, viz., on 6th February, 1918, the Wills (Soldiers and Sailors) Act, 1918, was passed, section 1 of which provides as follows: "In order to remove doubts as to the construction of the Wills Act, 1837, it is hereby declared and enacted that section 11 of that Act authorizes, and always has authorized, any soldier being in active military service or any mariner or seaman being at sea to dispose of his personal estate as he might have done before the passing of that Act, though under the age of twenty-one years." The appeal, however, proceeded upon the question whether A. P. Wernher's will was a valid exercise of the power of appointment. *Cur. adv. vult.*

THE COURT dismissed the appeal.

SWINFEN EADY, L.J., after stating the facts and referring to the recent Act, proceeded: It followed from that provision that the contention that no will of an infant soldier was valid could not be supported, and the fact that Lieutenant Wernher was an infant when he made it was no ground for revoking the probate. It was argued, however, that the will, though valid now to dispose of the testator's own personal property, was ineffective as an exercise of his power of appointment, because such an appointment was not a disposition of "his personal estate" within section 11 of the Wills Act, 1837. In his lordship's opinion that argument failed. The language of section 11 obviously followed that of section 23 of the Statute of Frauds, which drew a distinction between devises of land and bequests of personal property. By section 5 all devises of land were to be in writing, signed by the party devising the same, and were to be attested and subscribed by three or four credible witnesses, but the statute did not require that a will of personal estate must be in writing. The effect of section 23 of the Act was to preserve to soldiers in actual military service the power of disposing of their personal estate, but did not in their case dispense with the formalities required for a devise of lands. The distinction was between personal estate and real estate, and not between the testator's own personal estate and that over which he exercised a power of appointment: *Fleming* v. *Buchanan* (3 De G. M. & G. 976); *Beyfus* v. *Lawley* (1903, A. C. 411). In the latter case Lord Lindley said: "The property appointed is in such a case treated as assets of the testator exercising the power, and the assets so appointed are regarded as property bequeathed by him. When I say assets, I do not mean general assets, but assets applicable to the payment of the appointer's debts, after all his own property has been exhausted." And see also *Chandler* v. *Pocock* (15 Ch. D. 491; on appeal 16 Ch. D. 648). The definition clause in section 1 of the Wills Act said that the words personal estate "shall extend to," that was, shall include, and not "shall be limited to." Moreover, in considering the effect of a testator's disposition by will of his personal estate, regard must also be had to section 27 of the Wills Act, under which a bequest of a testator's personal estate was to be construed as including any personal estate over which he should have a general power of appointment, and should operate as an execution of such power unless a contrary intention should appear from the will. Here no such contrary intention appeared; on the other hand, there was a clear intention manifested to exercise every general power he possessed. His lordship was of opinion that, on the true construction of the will of Sir Julius Wernher, the power conferred upon Lieutenant Wernher to appoint by will or codicil was thereby conferred upon him whenever he should be of testamentary capacity to make a will or codicil. A power to appoint by will might be validly exercised by an infant if an infant could make a valid will: *Re Cardross' Settlement* (7 Ch. D. 728); *Re D'Angibau* (15 Ch. D. 228). The right of appointing personal estate by will was preserved to infant soldiers by the combined effects of sections 11 and 27 of the Wills Act. In arriving at this conclusion his lordship bore in mind the distinction between property and power, and also the fact that property appointed did not pass to the executor "as such": *O'Grady* v. *Wilmot* (1916, 2 A. C. 431), although the executor was entitled to give a good receipt and discharge for the amount: *Re Hoskin's Trusts* (6 Ch. D. 281). Again, if the contention of the appellants were correct, a soldier even of full age could not appoint personal property by an informal will, although the instrument creating the power only required an appointment "by will," and although an unattested will of a person domiciled abroad and valid by the law of such person's domicile would have been in such a case an effective appointment: *Re Price* (1900, 1 Ch. 442). Again, the new Act, by section 3, extended the power of soldiers to dispose of real estate either by devise or appointment, although under twenty-one years of age, when the disposition would have been valid if of personal estate. It would be strange if in such circumstances an infant soldier could not validly appoint personal estate over which he had a general power of appointment. In his lordship's opinion the appeal failed, and should be dismissed.

BANKES, L.J., and NEVILLE, J., delivered judgment to the same effect.—COUNSEL, *Maugham*, K.C., and *Galbraith*; *Micklem*, K.C., and *J. E. Harman*; *C. J. Mathew*, K.C., and *J. W. M. Holmes*. SOLICITORS, *Holmes, Son, & Pott*; *Robert Harradine*; *Charles Russell & Co.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

IN PRIZE.

"THE LEONORA" AND OTHER VESSELS. Sir Samuel Evans, P. 25th and 26th Feb.; 11th, 12th, 19th and 20th March; 15th April.

PRIZE LAW—SEIZURE OF NEUTRAL SHIP AND CARGO—CARGO OF ENEMY ORIGIN—COAL FROM OCCUPIED BELGIAN TERRITORY—VALIDITY OF ORDER IN COUNCIL OF 16TH FEBRUARY, 1917.

The Reprisals Order in Council of 16th February, 1917, which authorizes the capture and condemnation of vessels which are carrying cargoes to or from countries contiguous to Germany if such vessels have not first called at a British or Allied port for examination, is a valid order according to the principles of international law.

The Zamora (1916, 2 *A. C.* 77), The Fox (1811, *Edw.* 312), *and* The Lucy (1809, 3 *Edw.* 122) *applied.*

This was an action for condemnation of a neutral vessel and her cargo under the Reprisals Order of 16th February, 1917, and the neutrals contended that the Order was invalid according to international law. The facts were very lengthy and the arguments exhaustive, but are sufficiently contained in the portions of the judgment set out below.

Sir SAMUEL EVANS, P., in the course of a long judgment, said: The issue raised is obviously one of supreme importance, not only between the belligerents and neutrals, but also in its results upon the position of the belligerents themselves and its possible effect upon the proximate and, indeed, ultimate fortunes of the war. The same broad question arises with reference to all the captures, and possibly the decision in the first case may be sufficient to dispose of all the others; but there is no express agreement that it should be treated and accepted as a test case. The case of *The Leonora* is the one to which my judgment directly refers. She is a Dutch steamer, and was chartered by a Stockholm company for a voyage from Rotterdam to Stockholm. She was loaded with 1,677 tons of coal. The freight for that small tramp steamer was about £3,700 for the voyage of about 830 miles, as against a pre-war freight of about £375. The vessel was captured by a British cruiser on 16th August, 1917, in open waters, some distance from the Hook of Holland. The coal was produced in Belgian collieries under the control of the German Government. The case for the Crown, translated into simple terms, is that *The Leonora* was carrying goods of enemy origin from a port in a neutral country affording means of access to the enemy territory, to a port in a neutral country also affording means of access to the enemy territory, and was therefore liable to capture and condemnation for the carriage of such goods under the Order in Council of 16th February, 1917, and that the goods were also liable to condemnation under the same Order. The answer of the claimants is that the Order is illegal and invalid against neutrals. The Order, by its express terms, is stated to be supplemental to an earlier Order in Council of 11th March, 1915, which had the same object—retaliation and the restriction of the commerce of the enemy. Even before the enemy issued their declaration as to the waters which would be treated as a "war area" in February, 1915, they had shewn how they were prepared to treat vessels belonging to their adversaries, whatever the class or mission of such vessels might be. Near the end of October, 1914, a German torpedo had sunk a French passenger steamer with more than 2,000 unarmed refugees on board, including a large proportion of women and children. By good fortune a British steamship, happening to be near, succeeded in rescuing most of the passengers, but a considerable number lost their lives. After their declaration of February, 1915, the German authorities lost no time in carrying into effect their threats. Their submarines sank British ships, and destroyed lives of innocent persons in March. In April they sank Dutch, Swedish and Portuguese ships (Portugal at that time being neutral). They also torpedoed a Belgian relief ship without warning, and sank her in five minutes, causing the loss of seventeen lives, although she had actually been granted safe conduct by the German Consul at The Hague. It will be remembered—can it ever be forgotten?—that on 7th May *The Lusitania* was torpedoed and sunk when she was carrying nearly 2,000 persons of all classes and ages, and that in that frightful disaster 1,198 men, women and children were drowned. No more callous or cruel crime has been committed since the day of Cain. The first murderer seemed, however, to have felt some shame and remorse, as he denied the crime at the outset, and afterwards moaned that his iniquity was more than could be forgiven; but the authors and instigators of the inhuman, fiendish atrocity of *The Lusitania* were such beings as could rejoice and revel in it. Lest the civilized world, which stood aghast at the crime, might misunderstand or forget it, they struck a medal of a vile kind to celebrate and commemorate it. Replicas of the medal were sent to neutral countries in proud proof of their prowess. That being the attitude of the enemy, it is not to be wondered at that through 1915 and 1916 the outrages continued. Nay, further, in the beginning of 1917 the severity of the submarine atrocities was to be increased, and a formal announcement of an almost unlimited submarine warfare in European waters was made by a memorandum of the German Government, which was expressly directed against "all sea traffic." That called forth the second retaliatory Order in Council, that which is now under consideration. It recited (*inter alia*) that the enemies' proceedings rendered it necessary for his Majesty to adopt further measures to maintain the efficiency of those previously taken [by Order in Council of 11th March, 1915] to prevent commodities of any kind from reaching or leaving the enemy countries, and for that purpose to subject to capture and condemnation both the vessels carrying goods with an enemy destination or of an enemy origin, and the goods themselves, unless the vessels afforded to the Forces of this country and its Allies ample opportunities of examining their cargoes. The validity of the Order is attacked upon the general ground that it is against the law of nations from various points of view. War between powerful States must act and react not only upon the belligerents themselves, but upon other States that take no actual part in it, and their subjects. When war is carried out by sea, neutrals are naturally more affected in relation to their trade than they are by land warfare. Broadly, the principle is that the maritime commerce of neutrals is subject to restriction by the acts of States at war, if that commerce tends to assist an enemy, either directly in his warlike operations or indirectly in the carrying on of his trade, upon which his power of continuing the war might largely, or even entirely, depend. The object—and the legitimate object—of a belligerent is to destroy or cripple the enemy's commerce. The result—and the inevitable result—to neutrals is interference with their trade. [His lordship proceeded to refer to the Orders in Council of 1807 and 1809 issued by Great Britain in retaliation for Napoleon's Berlin Decree, and proceeded as follows:] If it is permissible in the circumstances of the present war and in view of the enemy's conduct to allow by way of retaliation any extension of the powers of a belligerent at sea for the restriction of the commerce of the enemy, it does not appear to me that the Order in Council of 16th February, 1917, proceeds upon any principle inconsistent with those already embodied in the law of nations. There is no decision against the validity of such an Order as this. The decision of Sir William Scott in *The Fox* (*supra*) was given while the Orders of 1807 and 1809 were in force. This decision was not disapproved in the Privy Council in *The Zamora* (*supra*), where it was discussed. It appears in fact to have been approved in the passage in that case, which deals with the decision in *The Lucy* (*supra*). I have no doubt that in *The Zamora* their lordships had directly in their minds the order of March, 1915, when they delivered their judgment. If so, it is clear that their opinion was that international law justifies retaliation by some such Order as this, although this inconvenience, which, of course, includes pecuniary inconvenience or loss, must be caused to neutrals. A milder Order had been tried for nearly two years. It had, as recorded in this present Order, been found to be insufficient. In conclusion, I am of opinion that, in the circumstances existing in February, 1917, the recognized guiding principles of international law justify an Order of Retaliation against the enemy with the object of curtailing or throttling his trade, although it prescribes measures outside and beyond the ordinary rules of blockade. There are good precedents and authority for such an Order, and if in view of the whole situation between the belligerents the means for carrying it into effect are not excessive or unreasonable against the enemy, the consequential results to neutrals desiring or willing to trade with the enemy give such neutrals no right to complain or to claim compensation. The object of the perpetrators of the indiscriminate and unlimited depredations of the submarines is to starve these islands by sinking at sight all ships and cargoes, whether neutral or not, and by killing mariners, whatever their nationality. It is sufficiently notorious that the chief advisers of this dastardly and inhuman policy promised the German people that the activities of six or eight months would suffice to bring this country to its knees or to effect its ruin. To adopt a phrase of "Historicus," the German Government by these means looked forward to "creating a terrestrial globe in which the unsymmetrical contour of the British Isles was to be blotted out." Bearing in mind all these facts, I fail to see how it can be said that the Order in Council is not justified against the enemy, and, if so justified, how it can be said that the consequences—inevitable as they are—thereby entailed upon neutrals are unreasonable or are such as to render the Order illegal. The judgment of the Court is that *The Leonora* and her cargo be condemned as good and lawful prize. [Leave to enter appeals within three months was given, the security for costs being fixed at £1,000 in the case of the ship and £500 in the case of the cargo. It is understood that the other cases will stand over pending the appeal in *The Leonora*.]—COUNSEL, *The Attorney-General* (*Sir F. E. Smith*, K.C.), *the Solicitor-General* (*Sir Gordon Hewart*, K.C.), *Greer*, K.C., *Clive Lawrence*, and *Pearce Higgins* appeared for the Crown; *Sir Erle Richards*, K.C., *F. D. MacKinnon*, K.C., and *Bisschop* for *The Leonora* and *The Hermina*; and *Leslie Scott*, K.C., *Balloch*, *Stuart Bevan*, and *Le Quesne* for the Swedish vessels and the cargoes. SOLICITORS, *The Treasury Solicitor*, for the Procurator-General; *Guedalla & Jacobson*, for the owners of *The Leonora* and *The Hermina*; *Botterell & Roche*, for the other claimants.

[Reported by L. M. MAY, Barrister-at-Law.]

CASES OF LAST SITTINGS.

High Court—Chancery Division.

Re **SEDDON. BROAD *v.* SEDDON.** Neville, J. 22nd March.

PRACTICE—ADMINISTRATION ACTION WOUND UP—ORDER OBTAINED BY EXECUTRIX TO DEFEND IN FORMA PAUPERIS—MOTION TO DISCHARGE ORDER.

Where, seventeen years after the further consideration of an administration action had been heard and determined, a defendant in the action by a blunder in the Record Office obtained an order to defend in forma pauperis *and proceeded to obtain gratuitously copies of*

documents in the action from the Central Office and Public Record Office,

Held, on a motion by the Official Solicitor, that the order must be discharged, as the defendant could not revive an action so long wound-up, and that accordingly an order must be made putting an end to her further proceedings in the matter.

In 1893, the plaintiff, who was a creditor, took out an originating summons to administer the estate of the deceased, and made the widow and executrix defendant thereto. In 1894, the usual accounts and inquiries were directed, and in 1895, the chief clerk filed his certificate. In 1896 the defendant was adjudicated a bankrupt, and the plaintiff obtained an order to carry on the proceedings against her and her trustee in bankruptcy. In 1897, on the further consideration, the costs were taxed and paid, and the creditors paid in full, and the small balance was paid to the defendant's trustee in bankruptcy. In 1914 the defendant obtained an order of course to defend the action *in forma pauperis* although, in fact, there was no action pending, as the estate had been realized. She then obtained her discharge in bankruptcy and by means of the order obtained gratuitously from the Central Office and the Public Record Office copies of documents in the action, and she had now made some informal application to the Master. The official solicitor accordingly applied by motion that an order might be made discharging the order of 1914, and directing that the defendant should not make any further application in the action without the leave of the judge. Counsel for the official solicitor submitted that the defendant's conduct was an abuse of the process of the Court.

NEVILLE, J., after stating the facts, said: The defendant apparently obtained the order of April 23rd, 1914, giving her leave to defend the action *in forma pauperis* through some blunder at the Record Office, and she has put the Government to expense by obtaining copies of numerous documents in the action. She cannot revive an action which has long since been wound-up, and her further proceedings in that respect must be stopped. I make the order asked.—COUNSEL, *G. T. Simonds.* SOLICITOR, *The Official Solicitor;* the defendant in person.

[Reported by L. M. MAY, Barrister-at-Law.]

***Re* HALL. HOPE *v.* HALL.** Astbury, J. 21st March.

WILL—SATISFACTION—PERFORMANCE OF COVENANT.

A marriage settlement, under which, in the event which had happened, the wife was receiving the income, contained a covenant that the husband's executors should, after his decease, during the remainder of his wife's life, pay such a sum as, with the income of the husband's funds in the settlement, would make up the full sum of £1,000 in each year. The husband by his will devised his estates to trustees on trust to pay the income to his wife for life, with remainders over. The income of the husband's funds in the settlement was between £300 and £400 per annum, and the income from the will funds was about £900. The trustees had assumed that the bequest under the will was in satisfaction of the covenant in the deed, and had accordingly left the capital under the will intact until the question was recently raised.

Held, (1) *that there was no direct debt due under the covenant at death, and the instalments due under the covenant were not within the direction to pay defendants.*

Wathen *v.* Smith (1819, 4 *Madd.* 325) *applied.*

(2) *There was nothing to negative the* prima facie *presumption of satisfaction.*

Goldsmid *v.* Goldsmid (1818, 1 Sw. 211) *applied.*

(3) *There was no time when the settlement trustees could have sued the executors liable for debt, and accordingly the covenant had hitherto been wholly satisfied.*

Re Hargreaves (1890, 44 *Ch. D.* 236).

This was a summons to determine whether a bequest under a will was a satisfaction of a covenant under the settlement. By an ante-nuptial settlement the husband settled the husband's trust fund in the events which happened upon his wife for life, and he covenanted with his trustees that if his wife should survive him, which event happened, his executors should "from that time yearly in each year form and after his decease, and during the remainder of the life of his said wife, pay to the executors of the settlement such sum as, with the income arising from the husband's trust fund, shall make up the full sum of £1,000 in each year." The husband by his will directed his trustees to pay all his debts and bequeathed his residue in trust to pay the income thereof to his wife for life, which the trustees did, and that income, together with the income from the settlement, always considerably exceeded the sum of £1,000. The question was whether the bequest in the will was in satisfaction of the covenant under the deed or not.

ASTBURY, J., after stating the facts, said: The question here is whether the contingent instalments under the covenant ought to be treated as debts within the meaning of the direction to pay debts. There was no debt at the testator's death, but at the end of each current year thereafter a debt would have arisen. I do not think the testator had the remotest intention that these contingent debts were to be estimated before the clear residuary estate for investment was ascertained. He merely referred to debts due at his death, and though the contingent instalments will become debts under the covenant, they are not within the direction to pay: see *Wathen* v. *Smith* (1819, 4 Madd. 325). In these circumstances the question is whether the testator's direction to his trustees to pay his residuary income to his wife direct, and not *via* the hands of the settlement trustees, ought to be regarded (a) as a performance or (b) as a satisfaction of his covenant. Satisfaction, unlike performance, requires intention. The benefit is here greater than the debt, so that *prima facie* there is satisfaction, but it is said there are three indications against an intention of satisfaction. First, the payers are different persons. That is no doubt an *indicium*, but it is not conclusive. Secondly, it is a gift of residue, but it is not a capital gift of residue in the ordinary sense, nor is there any debt owing in the ordinary sense. Thirdly, there is a direction to pay debts, but this does not apply to the contingent instalments under the covenant. There is therefore nothing to negative the *prima facie* presumption of satisfaction. Again, a widow's share under an intestacy is treated as a performance of her husband's covenant that his executors should pay her a fixed sum after his decease: see *Blandy* v. *Widmore* (1716, P. Wms. 324; 2 White and Tudor, 8th ed., 413); *Lee* v. *Daranda* (1747, 1 Ves. Sen. 1). In the case of *Goldsmid* v. *Goldsmid* (1818, 1 Swanst. 211) the same doctrine was applied to the case of a will with a direction to the executors to pay debts and divide the property as they thought right. Owing to the deaths and renunciations of the executors the discretionary distribution could not take place, and there was a *quasi* intestacy. But the wife's distributive share under the will was treated as a performance of her husband's covenant, notwithstanding the direction to pay debts. That case is directly applicable to the present case. The testator here has manifestly no intention of giving his wife a bounty as well as performing his covenant. He intends that bounty as a performance. Again, as the settlement income is always made up to over £1,000 a year, there was never a time when the settlement trustees could have sued the executors in debt: see *Re Hargreaves* (1890, 44 Ch. D. 236). The wife relies on an unreported decision shortly referred to in *Re Poyser* (1916, 2 Ch. 441), where a bequest under a will was not treated as a satisfaction or performance of a covenant to pay an immediate annuity to the trustees of a son's marriage settlement. There was nothing in that case to shew that, apart from the son's life interest, the trusts of the annuity bore any resemblance to the trusts of the residue. In the present case the trusts do bear a strong resemblance, and there is not the smallest doubt that the testator intended his testamentary provision as a satisfaction of his covenant. There will therefore be the declaration that the testator's liability under his covenant has been hitherto wholly satisfied and performed by the bequest of the residuary income.—COUNSEL, *Fairfax Luxmoore; The Hon. Frank Russell,* K.C.; *Bryan Farrer; Nicholson Combe; Micklem,* K.C., and *H. H. Humphrys.* SOLICITORS, *Western & Sons; Bush, Mellor, & Norris.*

[Reported by L. M. MAY, Barrister-at-Law.]

King's Bench Division.

MILLARD *v.* HUMPHREYS. Coleridge, J. 25th March.

LANDLORD AND TENANT—LEASE—COVENANT AGAINST ASSIGNMENT WITHOUT CONSENT IN WRITING OF LESSOR—WAIVER BY CONDUCT OF LESSOR.

A lease contained a covenant by the lessee not to assign the premises without the consent in writing of the lessor. At an interview between the lessor, the lessee, and the defendant, the lessor, by words and conduct, led both the lessee and the defendant to believe that he accepted the defendant as assignee of the lease. The defendant thereupon entered into obligations with the lessee to the knowledge of the lessor. At the interview there was also handed to the defendant by the lessee, in the presence of the lessor, a letter from the lessor to the lessee giving the lessee an option of renewing the lease or of assigning it. The lease having been assigned to the defendant, the lessor brought an action for the recovery of the premises, on the ground that his written consent to the assignment had not been obtained.

Held, that there was a waiver of the provision in the lease that there should be a written consent to the assignment of the lease.

Richardson *v.* Evans (1818, 3 *Madd.* 218) *considered.*

Held, also that the option was equivalent to a consent in writing to any approved tenant—that is, to a respectable and responsible tenant within the meaning of the lease.

Action tried by Coleridge, J. By an indenture of lease of 21st August, 1912, made between the plaintiff of the one part, and Arnold Montague Guyer of the other part, the premises described in the indenture and on the writ were demised by the plaintiff to Guyer, for fourteen years, from 25th December, 1911, at the rent and subject to the covenants and premises therein contained. The lessee covenanted for himself, his executors, administrators, and assigns, with the plaintiff (*inter alia*) that he would not, without the consent in writing of the plaintiff first had and obtained, assign or underlet the premises, or any part thereof, but that such consent should not be arbitrarily withheld in the case of a proposed assignment or underlease to a respectable or responsible person. The indenture also included a clause of re-entry, if, and whenever, there should be a breach of any of the covenants or conditions therein contained. The plaintiff alleged a breach of the covenant by reason of the lessee having assigned the said lease, and his interest thereunder, to the defendant at some time in September, 1917, without the consent in

writing of the plaintiff being first had and obtained. The plaintiff claimed possession of the premises and mesne profits. The defendant, in defence, pleaded that he assigned lawfully and with the full consent, knowledge, and acquiescence of the plaintiff first obtained; and alternatively that the plaintiff's consent, if not given, was unreasonably withheld, or that the plaintiff impliedly waived the necessity of such written consent by his conduct, and waived any forfeiture by the lessee of the lease by his oral consent and acquiescence to the assignment; and that the defendant was estopped from alleging that he did not give his consent to the said assignment of the premises under the lease, and that it was inequitable that the plaintiff should claim recovery of the premises. Other relevant facts appear in the judgment.

COLERIDGE, J.—The facts in this case relating to the oral consent given to the assignment of the lease turn upon an interview between the lessor, the lessee, and the sub-lessee, the present defendant, on 12th or 13th September, 1917. All three knew that the purpose of the meeting was to make an arrangement as to a proposed substitution of the defendant for Guyer, the original lessee, as tenant under the lease. A discussion took place about the kind of business the defendant proposed to carry on, and no objection was made on the ground that the business was that of a bookseller, although there was a provision in the lease that the business there should only be that of a provision merchant. Certain alterations of the premises to make them fit for the new business were also discussed and approved by the plaintiff. I cannot accept the statement of the plaintiff that he said that the lease could not be transferred without his consent in writing. There was a discussion about references, and the defendant explained that owing to a dispute with the landlord of the premises he was leaving about damage done by hostile aircraft, he would not give references to him, but to his bankers and solicitors. The defendant said that the plaintiff was satisfied with this explanation as reasonable, and did not require any other references. Looking at all the circumstances of this interview, the fact seemed to be proved, whatever the legal effect might be, that the plaintiff said he would accept the defendant as sub-lessee. Thereupon the lease which was in Guyer's safe was taken out in the presence of the plaintiff, with a letter to Guyer, giving him an option for the renewal or transfer of the lease. Both parties agreed that this letter was alluded to in the interview. In my opinion it was proved that the plaintiff said to Guyer that he would send him on his release the next day, meaning his release from the covenants of the lease. The plaintiff, in his evidence, said that he intended to reconsider the matter, and not to give a final decision, but he never told the other parties of this intention. These being the facts, it was, however, contended on behalf of the plaintiff that the law prevents the defendant from relying on those facts so as to relieve him from the obligation to produce the written consent of the landlord to his possession. This, in my opinion, is straining the law. The case of *Richardson* v. *Evans* (1818, 3 Madd. 218) was cited, the judgment in which was as follows:—"Under such a proviso as this in a lease, a parol licence to underlet is not sufficient in equity, any more than at law, unless such parol licence is used as a snare, and under circumstances which amount to a fraud, in which case the Court will give relief. There is no proof here that the original lessee was induced by the conduct of the original lessor to underlet these premises without a written licence; or that the plaintiff, relying upon this parol licence, has suffered any injury or inconvenience." Now, as a matter of fact, in the present case the defendant was induced by what the plaintiff said and did, and by what had been done in his presence, and as the result of the conversation, to believe he was accepted as tenant there and then; and, moreover, he instantly entered into obligations which the plaintiff must have known the defendant was going to enter into for paying a premium to Guyer, the outgoing tenant. Both defendant and Guyer were induced to act upon the conversation and by the plaintiff's conduct, and to believe that the defendant was accepted as tenant. In my opinion there was a waiver of the provision that there should be a written consent to the transfer of the lease. Another point has been raised, and it is only on the failure of the view which I take in favour of the defendant that it arises. In my opinion the option was equivalent to a consent in writing to any approved tenant, and an approved tenant must mean a respectable and responsible tenant within the meaning of the lease. Therefore, if I am wrong as to the result and effect of the interview, the question arises whether the defendant answers to that description. It appears that owing to circumstances not affecting his character as a man of business he was in difficulties. His landlord had great trouble in obtaining his rent from him, and there was an action pending for the recovery of a very considerable sum of money for arrears of rent. Therefore, if I am wrong in regard to the law as to the first point, I hold that he has not been presented with such a tenant as is prescribed by the lease. This is the case also on the view that the option was a licence to transfer the lease, though it was not made as regards a particular person as tenant. The plaintiff would not, in the circumstances of the defendant, be liable to accept him as tenant. My decision, however, must rest on the first point, that the plaintiff actually accepted the defendant as tenant, and waived the necessity for a written consent, and the defendant is entitled to a verdict in his favour.—COUNSEL, *Foa*, for plaintiff; *Walter Warren*, for defendant. SOLICITORS, *Harford & Harford; Palmer & Robinson.*

[Reported by G. H. KNOTT, Barrister-at-Law.]

New Orders, &c.

War Orders and Proclamations, &c.

The *London Gazette* of 26th April contains the following:—

1. Two Admiralty Notices to Mariners, as follow:—

(1) No. 518 of the year 1918 (revising No. 448 of 1918), relating to English Channel, North Sea, Southern Portion, with Rivers Thames and Medway and Approaches. Pilotage and Traffic Regulations.

(2) No. 534 of the year 1918, relating to England, South Coast. Tor Bay—Ship Passages Established.

The *London Gazette* of 30th April contains the following:—

2. A Notice, dated 27th April, of the Appointment of three Members of the Military Appeal Tribunal for the County of Durham.

3. An Admiralty Notice to Mariners (No. 530 of the year 1918, revising No. 414 of 1918), relating to England, East Coast:—River Humber and Approaches—Pilotage, Traffic and Fishing Regulations.

Orders in Council.

PROHIBITION OF EXPORTS.

[Recitals.]

And whereas there was this day read at the Board a recommendation from the Board of Trade to the following effect:—

That the goods mentioned in the Schedule to the Proclamation of the 10th day of May, 1917, as amended and added to by subsequent Orders of Council, and marked "(c)" which are at present prohibited to be exported to all destinations in foreign countries in Europe and on the Mediterranean and Black Seas, other than France and French Possessions, Russia, Italy and Italian Possessions, Spain and Portugal, and to all ports in any such foreign countries, and to all Russian Baltic ports, should be prohibited to be exported to all destinations in European and Asiatic Russia and in other foreign countries in Europe and on the Mediterranean, except France and French Possessions, Italy and Italian Possessions, Spain and Portugal, and to all ports in any such foreign countries.

Now, therefore, Their Lordships, having taken the said recommendation into consideration, are pleased to order, and it is hereby ordered, that the same be approved.

25th April. [*Gazette*, 26th April.

NEW DEFENCE OF THE REALM REGULATIONS.

[Recitals.]

It is hereby ordered that the following amendments be made in the Defence of the Realm Regulations:—

Powers of the Food Controller.

1. The following provision shall be inserted at the end of Regulations 2B, 2E, 7, and 8CC:—

"and the Food Controller may by order direct that any action in contravention of, or failure to comply with, this regulation or any order or requirement made thereunder, shall, so far as it relates to the powers of the Food Controller, instead of being an offence, be a summary offence against these regulations, and this regulation shall have effect accordingly."

Powers of Board of Trade over Articles of Commerce other than Food.

2. The following paragraph shall be added at the end of sub-section (4) of Regulation 2II:—

"Any order made by the Board of Trade under Regulations 2E or 15C may direct that contravention or failure to comply therewith shall, instead of being an offence, be a summary offence against these regulations, and these regulations shall have effect accordingly."

Powers of Board of Trade over Railway Traffic.

3. Regulation 7B shall be amended as follows:—

(1) The following paragraphs shall be added to sub-section (1):—

(*f*) for prescribing the conditions on which tickets may be issued and passengers carried, either generally or in specified localities, or for journeys exceeding specified distances, and for enabling priority to be given on railways to any passengers or classes of passengers, and for enabling railway companies to refuse to carry passengers, and to refuse access to stations or trains in order to give priority to other passengers, and to remove passengers obtaining such access without authority:

(*g*) for removing any statutory or other obligation to issue season tickets and for limiting the number of such tickets that may be issued by prescribing the persons to whom or the conditions on which such tickets may be issued or renewed, subject to such exceptions as may be provided for in the order:

(*h*) for the calling in or cancellation of season tickets of any description:

(*j*) for restricting or prohibiting through booking facilities, and the issue of return tickets:

(*k*) for enabling railway companies to refuse to accept goods for carriage by rail where other means of transport exist, subject to such conditions as may be prescribed by the order:

(2) The following words shall be added to sub-section (3):—

"or part of a railway, or to any particular locality."

Despatch of Letters, &c., from the United Kingdom.

4. As from the twenty-seventh day of May, nineteen hundred and eighteen, Regulation 24c shall be revoked and Regulations 24 and 24b shall be amended in manner hereinafter appearing, that is to say:—

Regulation 24 shall be amended as follows:—

(1) For the words from "or (*b*) without a permit" to "enemy country" (both inclusive) there shall be substituted the following words:—

"(2) The Admiralty or Army Council may either—

(*a*) generally by order, or

(*b*) in the case of particular persons by written notice

(which order or notice may be varied from time to time), prohibit the despatch or conveyance from the United Kingdom, otherwise than through the post, of"

(2) For the words "paragraph (*a*) does not apply" there shall be substituted the following words, "sub-section (1) does not apply, except with such permission or on such conditions as may be specified in the order or notice."

(3) The paragraph beginning "The foregoing provisions" and ending "a Secretary of State" shall be made a separate sub-section numbered (3).

(4) Sub-section (2) shall be numbered sub-section (4) and in that sub-section for the words "or fails to comply with any condition subject to which a permit under this regulation" there shall be substituted the words "or if any person affected by any such order or notice fails to comply therewith, or with any condition contained therein, or with any condition subject to which a permission thereunder"

(5) Sub-section (3) shall be numbered sub-section (5).

Regulation 24b shall be amended as follows:—

(1) For sub-section (1) down to and including the word "except" there shall be substituted the following words:—

"The Admiralty or the Army Council may either—

(*a*) generally by order, or

(*b*) in the case of any particular persons by written notice

(which order or notice may be varied from time to time), prohibit the despatch by post from the United Kingdom of postal packets of any class or description specified in the order or notice except with such permission or on such conditions as may be specified in the order or notice.

"The foregoing provision shall not apply to—."

(2) For sub-section (2) there shall be substituted the following sub-section:—

"(2) If any person affected by any such order or notice fails to comply therewith or with any condition contained therein, or with any condition subject to which permission thereunder has been granted, he shall be guilty of an offence against these regulations."

(3) In sub-section (3) for the words "through the post any printed or written matter" there shall be substituted the words "any postal packet," and for the words "the printed or written matter" there shall be substituted the words "the matter contained in the postal packet."

27th April. [*Gazette*, 30th April.

The Ministry of National Service Order, 1918.

[Recitals.]

It is hereby ordered as follows:—

1. Notwithstanding anything in paragraph 6 of the Ministry of National Service Order, 1917, the Director-General may by order appoint a date later than the first day of May, 1918, as the date on which the Ministry of National Service Order, 1917, shall come into operation either as respects Ireland or as respects any particular area in Ireland, and either generally or as respects any particular power or duty transferred under that order, and that order shall not come into operation as respects Ireland except as may be appointed by the Director-General under this provision.

2. The Interpretation Act, 1889, applies to the interpretation of this Order as it applies to the interpretation of an Act of Parliament.

3. This Order shall come into operation forthwith and may be cited as the Ministry of National Service Order, 1918.

27th April. [*Gazette*, 30th April.

THE AIR FORCE (APPLICATION OF ENACTMENTS) (No. 1) ORDER, 1918.

[Recitals.]

It is hereby ordered as follows:—

1. The enactments specified in the first column of the Schedule to this Order, being enactments relating to the Secretary of State for the War Department or the Army, shall apply so as to confer on the President of the Air Council all such powers, rights, and privileges in relation to the acquisition and holding of land for the use of the Air Force, or for Air Force services or purposes, and in relation to the management, use, and disposal in any manner of land acquired for use of the Air Force or for Air Force services or purposes, as are under the said enactments at the date of this Order vested in His Majesty's Principal Secretary of State for the War Department in relation to the acquisition and holding of land for military purposes or for the service of the War Department and in relation to the management, use, and disposal of land acquired for military purposes or for the services of the War Department, and the said enactments as in force at the date of this Order shall apply and have effect in relation to the President of the Air Council and the Air Force with the modifications and adaptations set out in the second column of the said Schedule.

2. This Order may be cited as the Air Force (Application of Enactments) (No. 1) Order, 1918.

27th April. [*Gazette*, 30th April.

[The Schedule contains numerous modifications and adaptations of the Defence Acts and other Acts.]

Admiralty Orders.

POWERS OF NAVAL AUTHORITIES OF ALLIES.

In pursuance of the powers conferred upon them by Regulation 45r of the Defence of the Realm Regulations and of every other power enabling them in that behalf, the Admiralty hereby order as follows:—

1. Any members of a naval force of an Ally may if authorized by the proper naval authority of that Ally arrest and hand over to that authority any other member of the naval or military force of such Ally whom he finds committing or has reason to suspect of having committed an offence for which he is amenable to the naval or military courts of the Ally.

2. Any police constable and any officer or petty officer of His Majesty's Naval Forces may arrest any member of a naval or military force of an Ally whom he finds committing or has reason to suspect of having committed a civil offence, if the offence is such that if such man had been a member of His Majesty's Naval Forces he could have arrested him.

3. Any police constable and any officer or petty officer of His Majesty's Naval Forces may on the request of the proper naval or military authority of an Ally or any person authorized by him arrest any person whom he has reason to believe to be a member of a naval or military force of that Ally and who is alleged by such authority to be guilty of an offence for which he is amenable to the naval or military courts of that Ally.

4. Subject to any general or special agreement any member of a naval or military force of an Ally arrested under this order by a police constable, or by any officer or petty officer of His Majesty's Naval Forces for any offence for which he is amenable to the naval or military courts of that Ally shall as soon as practicable be handed over to the proper naval or military authority of that Ally whether within or without the United Kingdom, to be dealt with according to the law of that Ally applicable to the case and in the meantime may be kept in civil or naval custody.

12th April. [*Gazette*, 26th April.

ADMIRALTY NOTICE TO MARINERS.

No. 536 of the year 1918.

NORTH SEA.

CAUTION WITH REGARD TO PROHIBITED AREA.

Caution.

In view of the unrestricted warfare carried on by Germany at sea by means of mines and submarines, not only against the Allied Powers, but also against Neutral shipping, and the fact that merchant ships are constantly sunk without regard to the ultimate safety of their crews, H.M. Government give notice that, on and after 15th May, 1918, the following prohibited area will be established in the North Sea dangerous to all shipping, and should be avoided.

Prohibited Area.

The area enclosed by a line joining the following positions:—

(1) Lat. 59° 12½′ N., long. 4° 49′ E.
(2) Lat. 59° 29′ N., long. 3° 10′ E.
(3) Lat. 58° 25′ N., long. 0° 50′ W.
(4) Lat. 58° 20′ N., long. 0° 50′ W.
(5) Lat. 60° 21′ N., long. 3° 10′ E.
(6) Lat. 60° 00′ N., long. 4° 56′ E.

thence along the western limits of Norwegian territorial water to position (1).

Authority.—The Lords Commissioners of the Admiralty.

By Command of their Lordships,

J. F. PARRY,
Hydrographer of the Navy.

Admiralty, London, 26th April, 1918.

[*Gazette*, 30th April.

Army Council Order.

POWERS OF MILITARY AUTHORITIES OF ALLIES.

[An Order in terms similar to the above Admiralty Order adapted to the Military Authorities of Allies.]

4th April. [*Gazette*, 26th April.

Treasury Notice.

The Treasury give notice that the new Regulations for facilitating transactions in connection with Government Stock made under section 37 of the Finance Act, 1917, take effect as from the 26th April. Copies may be purchased through any bookseller or directly from H.M. Stationery Office.

The new Regulations enable the Banks of England and Ireland (*inter alia*) in certain cases to recognize stock as being held by trustees, and also to pass transfers of stock executed by a majority of trustees. The attention of trustees is, however, drawn to the fact that these Regulations and the Statute under which they are made do not justify trustees whose trusts are governed by English or Irish law in acting by a majority if they are not empowered to do so by the terms of their trusts. There is a difference in this respect between trusts governed by English or Irish law and those governed by Scots law, for under Scots law a majority of trustees can act in the absence of provision to the contrary in the trust deed.

Before, however, trustees, whether English, Irish, or Scotch, can act by a majority for the purpose of dealing with Government Stocks under the new Regulations, a demand in the specified form must be signed by all the trustees, this demand being liable to revocation at the instance of any trustee. The fact that a transfer discloses that the stock belongs to a trust, or that the transfer is executed by a majority of trustees, will not, however, in any way affect the transferees.

Board of Trade Orders.

TOBACCO PRICES.

Schedule of Maximum Prices on Sales by Manufacturers, Wholesale Dealers and Importers.

Pursuant to Paragraph 1 of the Tobacco Restriction Order (No. 3), 1917, the Tobacco Control Board hereby give notice as follows:—

From and after the date of this notice, and subject to the provisions hereinafter contained, the maximum price at which a Manufacturer or Importer may sell the Tobaccos, Cigarettes and Cigars of the qualities and descriptions set out in the Schedule shall be at a price which, with all discounts deducted, is less than that at which such Tobaccos, Cigarettes and Cigars may be retailed to the public under the provisions of any Order in force for the time being by at least the amount shewn in this Schedule.

[The Schedule contains a list of prices and directions as to calculation of prices.]

23rd April. [*Gazette*, 26th April.

THE RETAIL TOBACCO PRICES NOTICE ISSUED BY THE TOBACCO AND MATCHES CONTROL BOARD PURSUANT TO PARAGRAPH 1 OF THE TOBACCO RESTRICTION ORDER (No. 3), 1917.

No Tobacco, Cigarettes, Cigars or Snuff may be sold on or after the date of this announcement, by retail at a price exceeding the price at which such goods were sold, at the same establishment under similar conditions on 20th April, 1918, by more than the amount shewn in the following schedule.

[The Schedule contains a list of retail prices. It is in substitution for the Schedule of 13th August, 1917.]

23rd April. [*Gazette*, 26th April.

THE TIMBER ORDER, 1918.

1. Until further notice no person shall in the United Kingdom, buy, sell, or receive, or enter into any transaction or negotiation in relation to the sale, purchase, or transport, of any Timber grown outside the United Kingdom which is not actually in stock in the United Kingdom at the date of this Order, except under and in accordance with the terms of a Permit granted by or on behalf of the Controller of Timber Supplies subsequent to the date of this Order.

2. Infringements of this Order are offences against the Defence of the Realm Regulations.

3. This Order may be cited as the Timber Order, 1918.

23rd April. [*Gazette*, 26th April.

THROUGH RATES (GREAT BRITAIN AND IRELAND) ORDER, 1918.

1. The charges at present in force for carrying merchandise between Great Britain and Ireland may be increased by amounts not exceeding those specified in the Schedule to this Order.

2. The increased charges authorized by this Order shall be in addition to those authorized by the Through Rates (Great Britain and Ireland) Order, 1917, and shall be allocated to the sea portion of the journey.

3. This Order shall come into force on the 6th day of May, 1918.

4. This Order may be cited as the Through Rates (Great Britain and Ireland) Order, 1918.

SCHEDULE.

Increased charges for carrying merchandise between Great Britain and Ireland.

On goods and minerals, 7s. 6d. per ton.
On horses, mules, and other beasts of burden, 7s. 6d. per head.

26th April. [*Gazette*, 30th April.

Ministry of Munitions Orders.

TIN.

1. No person shall, as from the date hereof until further notice, purchase, sell, or—except for the purpose of carrying out a contract in writing existing prior to such date for the sale or purchase of Tin—enter into any transaction or negotiation in relation to the sale or purchase of Tin situated outside the United Kingdom, except under and in accordance with the terms of a licence issued under the authority of the Minister of Munitions.

2. No person shall, as from the date hereof until further notice, purchase or take delivery of any Tin situated in the United Kingdom, except under and in accordance with the terms of a licence issued under the authority of the Minister of Munitions; or sell, supply or deliver any such Tin to any person other than the holder of such a licence and in accordance with the terms thereof.

3. No person shall, as from the date hereof until further notice, except under and in accordance with the terms of a licence issued under the authority of the Minister of Munitions, use any Tin for the purpose of any manufacture or work except for the purpose of a contract or order for the time being in existence certified to be within Class "A" in the Order of the Ministry of Munitions as to priority dated the 8th March, 1917.

4. *Returns.*]

5. For the purpose of this Order the expression "Tin" shall mean Tin of all qualities, and shall include Sheet and Rolled Tin, Tinfoil, Scrap Tin, Tin Ores and Concentrates, Tin Residues, or any of them.

26th April. [*Gazette*, 26th April.

THE FERTILISER PRICES ORDER, 1918.

This Order which, with the Schedule, is very long, contains regulations as to sales and purchases of Superphosphate, Sulphate of Ammonia, and Ground Basic Slag, and fixes maximum prices at which sales may be effected.

30th April. [*Gazette*, 30th April.

National Service Order.

THE MEDICAL EXAMINATION OF RESERVISTS.

1. Pursuant to the powers conferred by the Reserve Forces Act, 1882, the Ministry of National Service Order, 1917, and all other powers in this behalf, the Director-General of National Service hereby makes the following Regulation, that is to say:—

Any man belonging to the Army Reserve may at any time be required to attend for medical examination or re-examination at such time and place as may be specified in a notice in that behalf duly served upon him by or on behalf of the Director-General of National Service.

2. In pursuance of section 2 of the Rules Publication Act, 1893, the Director-General of National Service hereby certifies that on account of urgency the above Regulation should come into immediate operation.

3. The above Regulation may be cited as the Reserve Forces (Medical Examination) Regulation, 1918, and shall be construed with the Regulations as to the service of notices under the Reserve Forces Act, 1882, dated the second day of April, 1918.

23rd April. [*Gazette*, 26th April.

Food Orders.

THE MEAT RETAIL PRICES (ENGLAND AND WALES) ORDER, NO. 2, 1918.

1. No person shall directly or indirectly sell or offer or expose for sale or buy or offer to buy in England or Wales any meat by retail at prices exceeding the maximum prices provided by or in pursuance of this Order.

2. Until further notice the maximum prices for meat sold by retail in the area comprised in the Administrative County of London and the Counties of Essex, Hertfordshire, Middlesex, Kent, Surrey, Sussex, Buckinghamshire, Oxfordshire, Berkshire, Wiltshire, Hampshire and the Isle of Wight, shall be at the rates mentioned in the first schedule hereto, and the maximum prices for meat sold by retail in any other part of England or in Wales shall be at the rates mentioned in the second schedule hereto.

* * * *

5. This Order shall not apply to sales of cooked meat.

6. Offences under this Order are summary offences against the Defence of the Realm Regulations.

7. The Meat Retail Prices (England and Wales) Order, 1918, is hereby revoked, but without prejudice to any proceedings in respect of any contravention thereof or to the revocation thereby effected as respects England and Wales of Part 2 of the Meat (Maximum Prices) Order, 1917.

8. This Order may be cited as the Meat Retail Prices (England and Wales) Order, No. 2, 1918.

27th March.

[Schedules of Maximum Retail Prices.]

MEAT RATIONING ORDER, 1918.

DIRECTIONS RELATING TO THE AMOUNT OF THE RATION AND USE OF CARDS AND COUPONS.

The following directions shall have effect and be observed by all persons concerned:—

1. The weekly ration of meat shall be the amount obtainable by four coupons of an ordinary Meat Card in accordance with the Table of Equivalent Weights of Meat set out at the foot of these directions, the worth of any uncooked Butcher's Meat being ascertained at the maximum price therefor applicable under the Orders of the Food Controller for the time being in force.

2. The weekly ration of meat obtainable on a child's Meat Card shall be one-half of the weekly ration applicable under Clause 1.

3. Each coupon of an ordinary or a child's Meat Card authorizes the supply of one-fourth of the appropriate weekly ration, or other the amount of meat mentioned in the Table or the supply of a meat meal at a catering establishment.

4. Until 5th May, 1918, not more than three out of every four coupons relating to any one week, which form part of the ordinary or child's Meat Cards belonging to the members of a household may be used for obtaining butcher's meat, and (when sold by a general butcher) suet and offal. On and after 5th May, 1918, not more than two out of every such four coupons may be so used.

5. Uncooked butcher's meat, and on and after 5th May, 1918, uncooked bacon and ham may not be obtained under any ordinary or child's Meat Card from any retailer except the retailer with whom the customer is for the time being registered for uncooked butcher's meat or bacon and ham as the case may be.

6. Each coupon on a Meat Card is available for use only during the week to which such coupon relates and the subsequent four days.

7. Until further notice Supplementary Ration Cards and the coupons thereon may not be used for obtaining any uncooked butcher's meat. Subject to the conditions appearing on the Cards, these Cards in other respects authorize a supply on the conditions applicable in the case of an ordinary Meat Card and each coupon thereon carries the same rights as a coupon on an ordinary Meat Card.

8. The space numbered 7 on any Meat Card or on any Supplementary Ration Card shall relate to the week ending the 13th April, 1918, and the subsequent spaces shall relate to the subsequent weeks in due numerical order.

6th April.

[Table of Equivalent Weights of Meat. (Subject to Revision.)]

THE POTATO (RESTRICTION) ORDER, 1918.

1. *General Restriction.*]—(*a*) Except under a licence of the Food Controller no person shall after 15th April, 1918, use or treat any potatoes or any product obtained from potatoes or any article containing potatoes or containing any such product except for the purposes permitted by this clause.

(*b*) The permitted purposes, in the case of ware potatoes which are fit for human food, are seed or human food, and in all other cases are seed, human and animal food, and the manufacture of articles of human and animal food, but do not include the manufacture of spirits.

(*c*) Nothing in this clause shall prevent the use or treatment for any purpose of potatoes or products of potatoes or articles containing potatoes or containing any such product which are unfit to be used for any of the permitted purposes.

2. *Power to enter and inspect.*]—Any person authorized by the Food Controller may if he suspects that any article mentioned in Clause 1 of this Order is being dealt with in contravention of this Order:—

(*a*) enter any premises on which he suspects such article to be; or

(*b*) inspect and take supplies of such article; or

(*c*) demand from any person in possession or control of such article production of any licence granted under this Order.

3. *Penalty.*]

4. *Title.*]—This Order may be cited as the Potato (Restriction) Order, 1918.

10th April.

THE FLOUR AND BREAD (PRICES) ORDER, 1918.

The Food Controller hereby orders that the Flour and Bread (Prices) Order, 1917 (61 SOLICITORS' JOURNAL, p. 747), as amended by the Food Control Committee for Ireland (Powers) Order, 1917 (hereinafter together called the Principal Order), shall be amended as follows:—

1. Clause 3 of the Principal Order is hereby revoked as at the 29th April, 1918, and the following clause shall be substituted:—

2. *Permitted charges for sacks and outside packages.*]

3. This Order may be cited as the Flour and Bread (Prices) Order, 1918.

16th April.

THE POTATOES (GROWERS' RETURNS) ORDER, 1918.

1. Every person farming one or more acres of land shall on or before the 27th April, 1918, furnish a return shewing :—

(*a*) the estimated quantity of sound ware potatoes of the 1917 crop remaining on the 22nd April, 1918, or any farm or holding in his occupation;

(*b*) the estimated quantity of potatoes of seed size of the 1917 crop not required for planting;

(*c*) the number of acres on such farm or holding which have been or are to be planted with potatoes during 1918;

(*d*) the number of acres on such farm or holding under potatoes in 1917; and

(*e*) such other matters as may be necessary to complete the prescribed form of return.

2. *Form of Return.*]—The return shall be made in a form prescribed by or under the authority of the Food Controller, which may be obtained from any police station in Great Britain, and is, when completed, to be posted in accordance with the directions printed thereon.

3. *Penalty.*]

* * * *

5. This Order shall not apply to Ireland.

6. This Order may be cited as the Potatoes (Growers' Returns) Order, 1918.

19th April.

Military Tribunals and Legal Aid

The following letter, regarding the prohibition of professional representation before the Military Tribunals, has been sent by the Council of the Law Society to the President of the Local Government Board :—

Sir,—The attention of the Council of the Law Society has been directed to the Military Service Regulations, 1918, issued by your Board under the Military Service Acts. It would appear that in future the employment of professional representation before the tribunals is to be prohibited, and that if the tribunals consider that an applicant cannot state his case fairly they may allow him only to be represented by the relative or other person, but not professionally.

The Council of the Law Society view the new regulation with grave concern. In the first place, they consider the change to be of so serious a nature that the intention to make it ought, in their opinion, to have been specifically mentioned in the Statute enabling the making of the regulations. The fact that such an intention was not indicated is very important. The Council regard themselves as justified in recording from their experience that the new regulation will be found contrary both to national expediency and to the most elementary requirements of justice.

Roughly speaking, the tribunals allot an average of some five minutes to the hearing of each application, including the consideration of their decision. The majority of the applicants have no experience of public appearance, and many shew nervousness and even terror. Often they have opposed to them professional, expert, National Service representatives. It is well recognized that when barristers and solicitors appear they save the time of the tribunal by presenting the case concisely. Those accustomed to the work know precisely the points on which the tribunals desire information, whereas applicants appearing in person often completely obscure the real grounds on which they are entitled to exemption. Many local tribunals have no men of legal experience among their membership, and they often find great difficulty in understanding and appreciating the multifarious rules and regulations. A further point is that professional representatives save much time to managers of large and important businesses. In some of these large commercial concerns tribunal cases occur every week, and an advocate, accompanied usually by some clerk of the principal, can deal with the matter and so save the necessity for the principal's attendance.

The Council feel convinced that if an inquiry were addressed to the tribunals generally there would be a consensus of opinion among them that the presence of legal representatives is a distinct advantage towards the rapid and satisfactory conduct of business. In the circumstances, the Council venture to hope that your Board will see their way to rescind the regulation referred to.

Societies.

The Belgian Lawyers' Relief Fund.

The following further donations are gratefuly acknowledged :—

	£	s.	d.
Amount previously notified	945	8	9
Alleyne Boxall, Esq.	2	2	0
Robert N. Furniss, Esq. (*second donation*)	1	1	0
	£948	11	9

Further donations are very urgently needed, and may be sent to "The Hon. Treasurers, Belgian Lawyers' Aid Committee," General Buildings, Aldwych, W.C. 2.

The Union Society of London.

Session 1917-18.

The nineteenth meeting of the society was held in the Middle Temple Common Room on Wednesday, 24th April, at 8 p.m. The motion before the House was : "That this House regrets the attitude of the Unionist Party towards Home Rule." Opener, Mr. Quass; opposer, Mr. Yeatman. The motion was carried.

Companies.

Royal Exchange Assurance.

The annual general court of the Royal Exchange Assurance was held on Wednesday at the head office of the corporation, in the Royal Exchange, Mr. Vivian Hugh Smith, the governor, in the chair.

The Secretary (Mr. Percy F. H. Hodge) having read the notice convening the meeting and the auditor's certificate,

The Governor, in dealing with the results for the past year, said :—

The Life and Annuity Departments.

The first department that comes before us is our life department. Our premium income for 1917, after deducting the reinsurance premiums, was £397,704, being an increase of £7,720 over those of the preceding year. The interest earned was £183,616, being £4 16s. 9d. per cent. on the life funds. The total income from premiums and interest, less tax, amounted to £535,750. Claims paid and outstanding amounted to £261,727. A further sum of £40,000 has been written off for depreciation of investments, and the life fund now stands at £3,909,000, as compared with £3,818,000 last year. In our annuity department sixty-seven annuities, securing £3,636 per annum, were issued in consideration of purchase money and premiums amounting to £27,893. Fifty-nine annuities terminated by death and three by lapse and surrender, representing a total net payment of £4,557 per annum. Our annuity fund stands at £812,530, after providing a further sum of £12,000 for depreciation of investments. I think, when I mention that practically the whole of the inspectors of the corporation are on war service, that a very large number of agents are also serving, and that the bulk of the lives of the usual insuring age are with our forces, you will realise the difficulties of obtaining new business, and it is satisfactory to know that, in spite of these drawbacks, more new policies were issued than in 1916, although on the average for smaller sums.

The Fire Department.

Again I have to report further expansion in our fire premiums for the year. Last year these premiums for the first time exceeded £1,000,000, and this year they amounted to £1,117,887, being an increase of £112,694 over those of the previous year; with interest our total income was £1,129,920. Our losses amounted to £570,770, and, after making provision for commission, expenses of management, and outstanding items, the profit for the year was £80,360, of which £25,000 has been carried to the fire fund, which now amounts to £547,165, and the balance to profit and loss account.

The Marine Department.

The results obtained by our marine department have also been most satisfactory. The net premiums amounted to £1,799,400, being an increase of £467,487 over those of the previous year; with interest our total income was £1,816,257, which is the largest premium income the corporation has ever received from any one department. (Hear, hear.) After making what be believe to be ample provision to run off the account, we carry the very satisfactory sum of £170,000 to our profit and loss account, and our marine fund now stands at £1,216,445.

Other Departments of the Business.

Our general accident department has also had a very satisfactory year. The premiums have increased from £325,000 to £364,000. The losses amounted to £147,000, and after making provision for all outstanding liabilities, we are transferring £50,592 to profit and loss account, and our general accident fund now amounts to £256,000, against £231,000 for the previous year.

Our trustee and executor department shows steady expansion. The fees amounted to £6,440, commission and expenses were £5,499, and the balance of £940 has been carried to profit and loss account.

The Profit and Loss Account.

Profits from the fire, marine, accident, and trustee and executor departments, amounting to £301,883, and interest, £63,222, have been carried to this account; £140,000 has been provided for depreciation in investments and losses owing to the war, the fire fund has been increased by £25,000, and after payment of dividend the balance of the account—£726,434—shows an increase of £103,000 over that of the previous year. (Hear, hear.) This briefly gives you the result of the year's trading under review. The story I have to tell you to-day is a repetition of what I have told you in the two previous years. It has again been a year of great prosperity for the corporation, obtained in the face of grave difficulties owing to the absence of so many of the staff on war service; in fact, the year has been the best the corporation has ever known. Other good years have been:—Last year, £286,000; 1910, £198,000; 1861, £169,000; and 1859, £166,000.

The premium incomes from our fire department, marine department, and general accident department are in each case the biggest figures ever reported to you. The figures of the marine department are, as you realize, of course, exceptional owing to the great demand for marine insurance caused by the war. But in our fire and accident departments, apart from increased values, there is no particular item that one can put one's finger on to account for the growth of the premiums. They come from a steady development of business in all branches of these departments, which is a very satisfactory feature in our accounts.

THE STAFF AND THE WAR.

As I have just told you, the large business we have done all round has been carried through in the face of the greatest difficulties. Including directors of the head office, local directors, and staff, 532 Royal Exchange men have served in His Majesty's Services since the beginning of the war. Of these I am sorry to tell you that fifty-four have been killed in action, two have died of wounds, three have died in hospital, one has been drowned, and eight are missing. On the other hand, I am proud to be able to report that one has been given the D.S.O., two the C.M.G., one the C.B.E., ten the Military Cross, four a bar to the Military Cross—in one instance two bars—four the Military Medal, one the Albert Medal, one the Meritorious Service Medal, and one the Médaille Militaire and Croix de Guerre.

We paid on 2nd November last a dividend of 5 per cent., less income-tax, and we propose to pay a further 7 per cent., less income-tax, making 12 per cent. for the year, less income-tax, the rate to which it was raised last year.

THE CAR AND GENERAL INSURANCE COMPANY.

We have during the year acquired nearly all the shares of the Car and General Insurance Company. This company does a considerable business in motor accident assurance of all kinds, and possesses a most efficient organization in all parts of this country. Insurance of motors, as you will realize, during the war is much handicapped by the necessary restrictions that make it so difficult to secure petrol. Once we return to times of peace we look for a considerable expansion in this business.

INVESTMENTS IN WAR ISSUES.

You will, I feel sure, be glad to know that this corporation's investments in the British and Allied Governments' war issues now exceeds £2,700,000, of which over £2,200,000 has been placed in the British War Loans and National War Bonds. I am confident that you will agree with me that the report and accounts for the year shew excellent results.

The Governor proposed "That the printed report and accounts for the year 1917 be adopted."

The Sub-Governor (Mr. C. Seymour Grenfell) seconded the motion, which was carried unanimously; and resolutions were afterwards passed approving the payment of the further dividend mentioned and re-electing the directors for the coming three years.

Alliance Assurance Co. (Limited).

The directors of the Alliance Assurance Co. (Limited) have resolved to declare at the annual general court, to be held on 29th May, 1918, a dividend of 12s. per share (less income tax) out of the profits and accumulations of the company at the close of the year 1917.

An interim dividend of 5s. per share (less income tax) was paid in January last, and the balance of 7s. per share (less income tax) will be payable on and after 5th July next.

A Reuter's message from Amsterdam, dated 25th April, says:—A Brussels telegram announces that German law courts have been established in Belgium by the joint orders of the Governor-General and the Quartermaster-General.

Obituary.

Qui ante diem periit,
Sed miles, sed pro patria.

Commander Bernard Henry Ellis.

Commander BERNARD HENRY ELLIS, D.S.O., R.N.V.R., commanding a battalion of the Royal Naval Division, died in hospital abroad on 21st April of wounds received in action on 25th March. Born in 1885, he was the son of Mr. Henry Ellis, of Potters Bar and Lyme Regis, and Mrs. Margaret Ellis, daughter of the late Professor Morley. He was educated at University College School, was articled to Lt.-Col. C. F. T. Blyth, was admitted a solicitor in 1908, and became a partner with Mr. J. Lovell Peters in the City. On leaving school he joined the R.N.V.R., and served in the ranks till the outbreak of war. He served with the Royal Naval Division at Antwerp, October, 1914, having then the rank of Chief Petty Officer. For his services there he was mentioned in despatches and was awarded the D.S.M. He went to Gallipoli at the end of May, 1915, and served there till the evacuation. He was promoted to Sub-Lieut. in October, 1915; to Lieut. and Adjutant in November, 1915; to Lieut.-Commander in October, 1916. He served at Stavros, February to April, 1916, and returned to France in May, 1916. He was awarded the D.S.O. for conspicuous gallantry in action near Beaumont Hamel, 13th November, 1916, and he received the R.N.V.R. long-service medal January, 1916. He was promoted to a command last year. His second and only brother, Lieut. Edward Ellis, R.N.V.R., was killed a year ago. Commander Ellis leaves a widow, the daughter of Lieut.-Col. James L. Blumfeld, 9th Middlesex Regiment.

Lieut.-Commander James D. Young.

Lieutenant-Commander JAMES DAWBARN YOUNG, R.N.V.R., who was killed in the raid on the Belgian coast on 23rd April, was born in 1877, and was the second son of Mr. Andrew Young, for many years valuer to the London County Council, and Mrs. Young, of Princes Risborough. He was educated at St. Alban's School, and on leaving there adopted the profession of a surveyor, becoming a Fellow of the Surveyors' Institution. He was subsequently called to the Bar at Gray's Inn in 1907, and practised on the South-Western Circuit. He was Honorary Examiner in Law to the Surveyors' Institution, and author of several legal works. He was a keen yachtsman, and at the outbreak of war joined the R.N.R. as Sub-Lieutenant. He was subsequently promoted Lieutenant in the R.N.V.R. and appointed to the command of a motor launch of the Dover patrol. In 1916 he was mentioned in despatches and promoted Lieutenant-Commander.

Captain George O. W. Willink.

Captain GEORGE OUVRY WILLIAM WILLINK, M.C., Royal Berks. Regiment, who was killed on 28th March, aged thirty, was the elder son of Mr. and the late Mrs. Henry G. Willink, of Hillfields, Burghfield, Berks. He was educated at Eton (E. L. Vaughan's) and Oxford (C.C.C.), obtaining a second class in modern history, 1911, and taking his B.A. in 1912. He was called to the Bar at the Inner Temple in 1914. On coming to London he joined the Inns of Court O.T.C., and was a Lieutenant when war broke out. He soon became Captain, and for six months commanded No. 1 Company at Berkhamsted with marked success. His C.S.M., a barrister twenty years his senior, writes:—"He absolutely inspired everyone under him." As soon as officers were allowed to leave he joined the Royal Berks. Regiment, in which his brother had already seen foreign service, in June, 1916, proceeding to France in July. In

1917 he was mentioned in despatches (*Gazette*, 24th May), and in August he gained the M.C. for a daring rescue, with three or four men, by digging out under heavy fire some buried gunners. On 21st March he was away on a "course," but duly rejoined on the 23rd to find that his commanding officer (Colonel Dimmer, V.C.) had been killed. Being second in command he took over the battalion, retaining charge of it till his death five days later. He fell in advance of his men, shot through the head, while leading in a gallant counter-attack. His Brigadier wrote:—"The more I saw of him the greater grew my respect and affection for him. . . . He was a real rock, strong, capable, self-reliant, and possessed the complete confidence of every man and officer in the battalion."

Captain Robert Nevill.

Captain ROBERT NEVILL, M.C., South Lancashire Regiment, killed on 10th April, aged twenty, was the only son of Mr. and Mrs. Robert Nevill, of Tamworth. He was educated at Winchester, and was in the winning boat for the Burne and Hewitt cups in 1914. He was articled to his father, who is Registrar of the Tamworth County Court, and in December, 1915, joined the Army, obtaining his commission in the South Lancashire Regiment. He went on active service in July, 1916, and was appointed Acting Captain in September, 1916. He was awarded the Military Cross in October, 1916, and won the bar to his Cross in June, 1917.

Captain Arthur R. Chorley.

Captain ARTHUR REGINALD CHORLEY, Yorkshire L.I., who died of wounds on 23rd April, aged forty-seven, was the third son of the late Charles Roberts Chorley, architect, of Leeds. He was educated at the Leeds Grammar School and in Paris. He was articled to Messrs. Barr, Nelson & Co., solicitors, Leeds, was admitted in 1894, and became a partner in that firm in 1900. For a short time he held a commission in the Leeds Artillery Volunteers. On the outbreak of war he enlisted in the Yorkshire L.I., afterwards receiving a commission. He recently received the appointment of Staff Captain. He leaves a widow, the daughter of Mr. J. F. Hornby, and one son.

Legal News.

Appointments.

The Right Hon. Sir CHARLES SWINFEN EADY has been appointed to be Master of the Rolls in the room of the Right Hon. Lord Cozens-Hardy, who has resigned. Called to the Bar by the Inner Temple in 1879, Sir Charles soon acquired a very large practice as a junior, and established a leading position among Chancery K.C.s on taking silk. He was appointed a Judge of the Chancery Division in 1901, and in 1913 was promoted to the Court of Appeal.

The Right Hon. H. E. DUKE, K.C., M.P., has been appointed to be a Lord Justice of the Court of Appeal in the room of Lord Justice Sir Charles Swinfen Eady. Mr. Duke was called to the Bar at Gray's Inn in 1885, and took silk in 1899, being made a Bencher of his Inn in the same year. In 1915 he was appointed Attorney-General to the Prince of Wales, and has been Irish Secretary since August, 1916.

Mr. EDWARD MARLAY SAMSON has been appointed Recorder of Swansea in place of Mr. Ivor Bowen, K.C., who resigned on his appointment as a county court judge. Mr. Samson was called at the Inner Temple in 1893, and is Chancellor of the diocese of St. Davids and chairman of Haverfordwest Quarter Sessions.

Mr. T. R. HASLAM, of Coleman-street, E.C., has been appointed Ward Clerk of Coleman-street Ward on the resignation of Colonel St. John Roche. Mr. Haslam was admitted in 1879.

Changes in Partnerships.

Dissolution.

JAMES ERNEST BURCH and WILLIAM THOMAS BROOKS, solicitors (Burch & Brooks), Canterbury, Whitstable and Herne Bay, all in the county of Kent. Sept. 18. [*Gazette*, April 26.

Business Changes.

Mr. H. C. CAMPBELL has purchased the practice of Messrs. W. J. Fraser & Son, of 78, Dean-street, Soho-square, W. 1, from Mr. C. E. W. Fraser, and is now carrying on the practice alone under the style of W. J. Fraser & Son.

General.

Mr. Justice Darling, at the rising of the Divisional Court on the 26th ult., drew attention to the work done by the Court during these sittings. He said that the Court which had taken the Crown Paper had sat for thirteen days. There had been a long list to deal with, and the Court had disposed of every case which had been ready for hearing except some in which the Law Officers were engaged and which had not been put in the list because the Law Officers had wished them to be postponed.

After pronouncing a decree in an undefended suit on the 25th ult., Mr. Justice Horridge, addressing Mr. Murphy, counsel for the petitioner, said: This petition was filed on 7th February of this year, and I am hearing the suit in April. I want to draw the attention of the Bar to the matter, as it has been said in some newspapers that there are 2,000 divorce cases waiting to be tried. That is quite untrue. At the beginning of the term I had 505 cases in my undefended list, and I have disposed of 355 up to now. It cannot be said that the list is in any way in arrear.

A Reuter's message from Amsterdam, dated 25th April, says: The Rumanian Foreign Minister, M. Arion, told a representative of the Wolff Bureau, in reference to the recent statement of Mr. Balfour, that the assertion that there was still an alliance between Rumania and Great Britain was a view that was founded on no official document originating with the present Rumanian Government. After the termination of the state of war Rumania could only be regarded, during the peace negotiations, as a neutral State. Her position was that of a conditional neutrality, while on the signature of the peace treaty a state of definite neutrality would *de jure* set in.

Mr. Edward Jackson Barron, of Endsleigh-street, Tavistock-square, W.C., solicitor, the oldest member of the London and Middlesex Archæological Society, until recently a Fellow of the Society of Antiquaries, a member of the Court of the Armourers and Braziers' Company, who died on 23rd March, aged ninety-one, left estate of the gross value of £23,831, of which £23,440 is net personalty. The testator left, among other legacies, £100 to the Law Association for the benefit of widows and families of solicitors, and he expressed a desire to be buried with the utmost simplicity in a coffin of wood of the frailest description compatible with decency, the whole of the burial service to be conducted at the grave and not in a London church, and the words *Vado sed nec me taedet vivere nec timeo mori* to be placed on his tombstone at Highgate.

The *Times* correspondent at Paris, in a message dated 23rd April, says:—At a Council of Ministers, held this morning at the Elysée, an important decision was made in regard to French commercial treaties. On the proposal of the Minister of Commerce, the Council decided to denounce commercial conventions containing general clauses of "most-favoured-nation" treatment, and all agreements tending to hamper the application of the new maritime or Customs commercial statute under which France will place herself. Stipulations of a commercial nature inserted in political or colonial treaties and forming an essential part thereof will be duly dealt with.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Neville.	Mr. Justice Eve.
Monday May 6	Mr. Borrer	Mr. Bloxam	Mr. Synge	Mr. Farmer
Tuesday 7	Goldschmidt	Borrer	Bloxam	Jolly
Wednesday .. 8	Leach	Goldschmidt	Borrer	Synge
Thursday 9	Church	Leach	Goldschmidt	Bloxam
Friday..... 10	Farmer	Church	Leach	Borrer
Saturday 11	Jolly	Farmer	Church	Goldschmidt

Date.	Mr. Justice Sargant.	Mr. Justice Astbury.	Mr. Justice Younger.	Mr. Justice Peterson.
Monday May 6	Mr. Jolly	Mr. Church	Mr. Leach	Mr. Goldschmidt
Tuesday 7	Synge	Farmer	Church	Leach
Wednesday .. 8	Bloxam	Jolly	Farmer	Church
Thursday 9	Borrer	Synge	Jolly	Farmer
Friday..... 10	Goldschmidt	Bloxam	Synge	Jolly
Saturday 11	Leach	Borrer	Bloxam	Synge

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, April 26.

ARMSTRONG, ANDREW CARTHERY, Bristol June 8 Danger & Cartwright, Bristol
BAKER, PERCY LYTTON, Oadby, Leicester May 27 Parsons & Squire, Leicester
BARNES, THOMAS HENRY, Chorley, Lancs, Mill wright May 18 S O Samuels, Manchester
BRADNAM, ELIZABETH, Eynsham, Oxford June 5 Joseph Shepperd Beaumont, Sutton Farm, nr Eynsham
BRIGHT, EMILY, Langton, Kent June 10 Cheale & Son, Tunbridge Wells
BUSH, H T, Lincoln May 23 Kerly, Sons & Karuth, 10 & 11, Austin Friars
BUTLER, MARY, Avebury, Wilts May 20 Dixon & Mason, Pewsey, Wilts
BYNNER, DAVID, Towyn, Merioneth, Congregational Minister June 1 Calvert & Son, Leeds
CANTLEY, GEORGE, Clifton rd. Camden sq June 1 Pearse & Nicolls, 12, New ct, Lincoln's inn
CATOR, MARY ELIZABETH, Wateringbury, Kent June 4 Radcliffes & Hood, 23, Old Queen st
CHILMAN, JOHN, New Malden, Surrey, Provision Dealer May 31 Woodroffes & Ashby, 18, Great Dover st